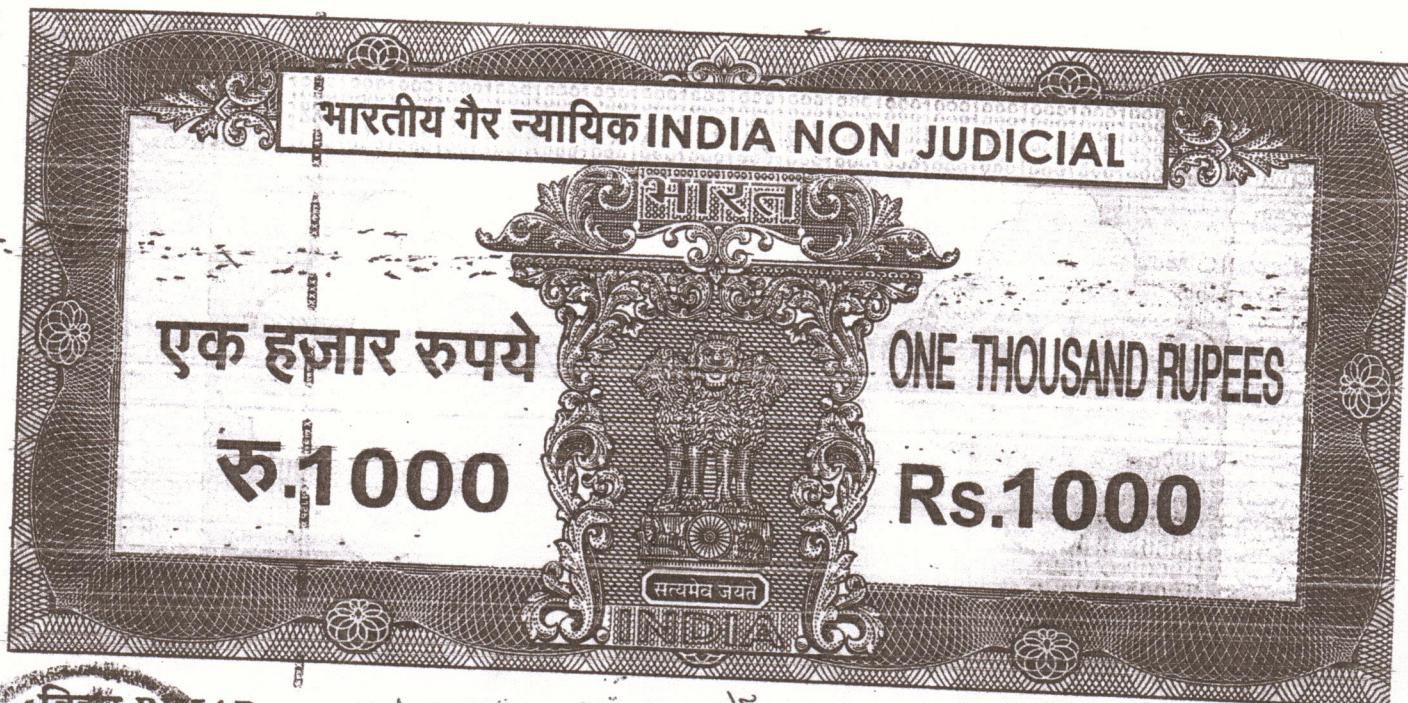




क्रमांक 71181 तिथि 12/02/2025 मूल्य 1000/- सीट सं० एनएच 338604
 केंद्र का नाम एवं जिला एनएच 338604
 जी एम डी रिजल्ट सेंटर एन जी एंड 25/2/19 धरमपुरा

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

Whereas

a. the Client has accepted the offer of the Consultant to Providing Supervision, Consultancy & Quality Assurance Services for the Proposed Construction of "Senior Secondary Schools (SSS)/ Higher Secondary Schools (HSS)/ Senior Secondary Schools (MSDP)/ Upgraded Senior Secondary Schools (USSS)" building Project under "Tirhut Division" in the State of Bihar.

b. the Consultants, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties hereto hereby agree as follows:

1.0.6 The following documents attached hereto shall be deemed to form an integral part of this contract:

- a. The Terms of Reference (hereinafter called TOR)
- b. The General Conditions of Contract (hereinafter called GCC)
- c. The Special Conditions of Contract (hereinafter called SCC)

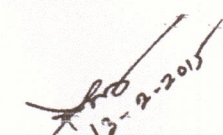
2.1.6 The mutual rights and obligations of the Client and the Consultants shall be as set forth in the contract in particular:

- a. The Consultants shall carry out the services in accordance with the provisions of the contract; and
- b. The Client shall make payments to the Consultants in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written

FOR AND ON BEHALF OF
(CLIENT)

FOR AND ON BEHALF OF
(CONSULTANT)


13-2-2015
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/21

POWER OF ATTORNEY

Know all men by these presents, we, **Eptisa Servicios de Ingeniería, S.L.** with registered office at **Emilio Muñoz, 35-37, Madrid 28037, Spain** do hereby irrevocably constitute, nominate, appoint and authorize **Mr. Preetam Bose**, son of Mr. Bimal Bose and presently residing at H. No. 144, S.K. Deb Road, Flat No. 15, Lake Town, Kolkata - 700048, West Bengal, India, who is presently employed with us and holding the position of **Business Development Director**, as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds, negotiations and things-as are necessary or required in connection with or incidental to our bid and to sign in our name and on our behalf, Final Contract for "**SUPERVISION CONSULTANCY SERVICES FOR PROPOSED CONSTRUCTION OF SENIOR SECONDARY SCHOOLS/HIGHER SECONDARY SCHOOLS/ SENIOR SECONDARY SCHOOLS (MULTI SECTORAL DEVELOPMENT PROGRAMME)/UPGRADED SENIOR SECONDARY SCHOOLS IN THE STATE OF BIHAR - TIRHUT DIVISION - GROUP 7**", to provide information/ responses to the **BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD (A GOVT. OF BIHAR UNDERTAKING) (BSEIDC) ("AUTHORITY")**, representing us in all matters in relation with the contract mentioned above before the **AUTHORITY**.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, **EPTISA SERVICIOS DE INGENIERÍA, S.L.** THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 10TH DAY OF FEBRUARY, 2015.

For Eptisa Servicios de Ingeniería, S.L.



Mr. Luis Villarroya Alonso

CEO

Emilio Muñoz, 35-37

28037 Madrid

Accepted

Mr. Preetam Bose

eptisa

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

Performance Security

Name of Agency – “Eptisa Servicios De Ingenieria”

Performance Security of “Eptisa Servicios De Ingenieria” of “Supervision Consultancy Services for the Proposed Construction of “SSS/HSS/MSDP/USSS” Building project under “Tirhut Division”

<u>BG No.</u>	<u>DOI</u>		<u>Amount</u>
0480315BG0000022	15.01.15 To 30.06.16	Tirhut Division	2088000.00

(Rupees Twenty Lacs Eighty Eight Thousands Only)

लेखा पदाधिकारी
बिहार राज्य शैक्षणिक आधारभूत संरचना
विकास निगम लि०, पटना
6/2/15
26/09/15

eptisa

P. B. S.

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
2/10/15

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. Of Bihar Undertaking)

Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)

Cor. ID. No.: U80301BR2011SGC015859, e-mail: bseidc@gmail.com, website: www.bseidc.in, Fax No. 0612-2660256

Letter No.: BSEIDC / FIN / 1846 / 2014-15 / -6625 Patna, Date 28.11.14

To,

EPTISA Servicios De Ingenieria, S.L.
Level-6, JMD Regent Square, M.G. Road,
Gurgaon-122002, Haryana, India.

Sub:- Letter of Acceptance (L.O.A.) of Providing Supervision Consultancy Services for the Proposed Construction of "Senior Secondary Schools (SSS)/ Higher Secondary Schools (HSS)/Senior Secondary Schools (MSDP)/ Upgraded Senior Secondary Schools (USSS)" building projects under "Tirhut Division" in the state of Bihar.

Ref: Letter No.- BSEIDC / FIN / 1846 / 2014-15 / -6625. Patna, Date-27.11.14

Dear Sir,

Due to typing mistake the the amount of Performance Security and the allotted district name in the referred Letter of Acceptance (L.O.A) sent on your e-mail, have been misprinted. The rectified letter is being enclosed. Please act as per this rectified letter.

Yours faithfully

(Brájesb Prasad)
Chief Engineer

ep4sa

P. D. S.

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

-6-

STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(A Govt. Of Bihar Undertaking)

Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2940314)

Letter of Acceptance

Date: 27-11-14

Letter no :- BSEIDC/FIN/1846/2014-6625

To,

Eptisa Serviços de Engenharia, S.L.
Level-6, JMD Regend Square, M.G.Road,
Gurgaon- 122002, Haryana, India.

Dear Sir,

This is to notify you that your Financial Bid dated-17-10-2014 for Providing **Supervision & Quality assurance for proposed Construction of "Senior Secondary Schools (SSS)/ Higher Secondary Schools (HSS)/Senior Secondary Schools (MSDP)/ Upgraded Senior Secondary Schools (USSS)" building projects under "Tirhut Division(SL. NO.-07)"** in the state of Bihar as per RFP of NIT-19/2014-15 has been accepted by the Corporation at your quoted rate of 2.50% (Two decimal Five Zero percent) of the total project cost. The work to be allotted to you cover the area comprising of districts of East Champaran, Muzaffarpur, Sheohar, Sitamarhi, Vaishali & West Champaran as per the list enclosed.

You are hereby requested to furnish requisite performance security as per provisions/details in para 2.2 of G.C.C (Appendix C of RFP document) with corrigendum-1, vide Letter No.- BSEIDC/TECH/29/2011/4053, Dated- 08/08/2014 for an amount equivalent to **Rs. 20,88,000 (Rs. Twenty Lacs Eighty Eight Thousand only)** within fifteen days of receipt of this Letter of Acceptance and sign the contract and also:-

- (i) Submit list of key personal within 30 days
- (ii) Submit Mobile No. & EMI No. of the personal within 30 days, so that it can be registered to this office web portal.

Yours faithfully

(Brajesh Prasad)
Chief Engineer

eptisa

P.Boze

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

- 7 -

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD**

(A Govt of Bihar undertaking)

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004,
Ph.- 0612-2910314, Fax-0612-2660256, E-Mail : bseidc@gmail.com

Letter No. : BSEIDC/IEC/14-29/2017-475

Date: 14.8.17

NOTICE

With reference to NIT No.-19/2014-2015(RFP for Supervision Consultancy), If the bidder submit the Bid Security amount in form of Bank Guarantee from Group-1 to Group-9 as per amount mentioned in NIT/Corrigendum, the bidder must submit it in the format as given here:-


14-8-2017
Chief Engineer
BSEIDC, PATNA

aptisa

P. B. Singh


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
2/1/17

-8-

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD
(A Govt of Bihar undertaking)

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur,
Patna-800004, Ph.- 0612-2910314, Fax-0612-2660256, E-Mail : bseide@gmail.com

Letter No. : BSEIDC/TECH/29/2011/-4053

Patna Date:- 08/08/2014

CORRIGENDUM-1

With reference to N.I.T No. 19/2014-15 (RFP for Supervision Consultancy) through e-Tendering website www.eproc.bihar.gov.in, the following amendments have been made as mentioned below :-

1. Tender Shedule:

Sl No.	EXISTING PROVISION	AMENDED PROVISION
i	Period of Sale of Bid document (Download) from dated 02.08.2014 to 11.08.2014 , 15:00 Hrs.	Period of Sale of Bid document (Download) from dated 02.08.2014 to 28.08.2014 , 15:00 Hrs.
ii	Last date and time for receipt (Upload) of Bids on dated 13.08.2014 , 15:00 Hrs.	Last date and time for receipt (Upload) of Bids on dated 30.08.2014 , 15:00 Hrs.
iii	Time and date for opening of Technical Bids on dated 16.08.2014 , 15:30 Hrs.	Time and date for opening of Technical Bids on dated 03.09.2014 , 15:30 Hrs.
iv	Time and date for opening of Financial Bids on dated 20.08.2014 , 15:30 Hrs.	Time and date for opening of Financial Bids on dated 08.09.2014 , 15:30 Hrs.
v	Last date of Submission of Bid Security and Cost of BOQ on dated 16.08.2014 at 15.00 Hrs.	Last date of Submission of Bid Security and Cost of BOQ on dated 03.09.2014 at 15.00 Hrs.

2. Bid Security:

Group No.	Division	Bid Security (lacs) EXISTING PROVISION	Bid Security (lacs) AMENDED PROVISION
1	PURNIA DIVISION	56.81	28.41
2	PATNA DIVISION	38.87	19.44
3	MAGADH DIVISION	40.25	20.13
4	DARBHANGA DIVISION	38.18	19.09
5	MUNGER DIVISION	43.24	21.62
6	KOSHI DIVISION	26.68	13.34
7	TIRHUT DIVISION	83.49	41.75
8	SARAN DIVISION	35.42	17.71
9	BHAGALPUR DIVISION	20.47	10.24

- In Bid document in clause 2.2 Performance Security in the form of bank guarantee shall be 2 % (Two Percent).
- In clause 6.2(c) of Bid document 8% (Eight Percent) as Security Deposit will be deducted from each bill.
- In clause 3 of Bid document, under Eligibility Criteria the experience of construction supervisor should be 1 (One) Year.

The Other Terms & Conditions will remain same.


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
 08/08/14

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

(A Govt of Bihar undertaking)

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004, Ph.-
0612-2910314, Fax-0612-2660256, E-Mail : bseide@gmail.com

Request for Proposal (RFP)

(Through e-tendering on website www.eproc.bihar.gov.in)

Name of work - Selection of Consultant for Project Supervision and Quality assurance for Construction of different projects in the State of Bihar.

1. BSEIDC invites proposal for **Project Supervision and Quality assurance for Construction of Senior Secondary schools/ Higher secondary schools/ Senior Secondary schools (MSDP) / Upgraded Senior Secondary schools** in various groups (1 to 5 schools in one group) distributed in 9 divisions. Total nos of school is about 1667nos. amounting to total cost of Rs. 1917 crores approx. at different sites in the state of Bihar. The details are as given below:-

Group No.	Division	District	Total Nos of School	Total Approx Cost (Crore)	Bid Security (lacs)	Cost of B.O.Q (In Rs.)	Beltron Bid Processing Fee (In Rs.)
1	PURNIA DIVISION	Araria	247	284.05	56.81	10,000/-	16,854/-
		Katihar					
		Kishanganj					
		Purnia					
2	PATNA DIVISION	Bhojpur	169	194.35	38.87	10,000/-	16,854/-
		Buxar					
		Kaimur					
		Nalanda					
		Patna					
		Rohtas					
3	MAGADH DIVISION	Arwal	175	201.25	40.25	10,000/-	16,854/-
		Aurangabad					
		Gaya					
		Jehanabad					
		Navada					
4	DARBHANGA DIVISION	Darbhanga	166	190.90	38.18	10,000/-	16,854/-
		Madhubani					
		Samastipur					
5	MUNGER DIVISION	Begusarai	188	216.20	43.24	10,000/-	16,854/-
		Jamui					
		Khagaria					
		Lakhisarai					
		Munger					
		Shekhpura					
6	KOSHI DIVISION	Madhepura	116	133.40	26.68	10,000/-	16,854/-
		Saharsa					
		Supaul					

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24/04

7	THRHUT DIVISION	East Champaran	363	417.45	83.49	10,000/-	16,854/-
		Muzaffarpur					
		Shephar					
		Sitamarhi					
		Vaishali					
		West hamparan					
8	SARAN DIVISION	Gopalganj	154	177.10	35.42	10,000/-	16,854/-
		Saran					
		Siwan					
9	BHAGALPU R DIVISION	Banka	89	102.35	20.47	10,000/-	16,854/-
		Bhagalpur					

Note:- The bidder can bid in any one or more groups separately.

2. The basic objective of the Consultancy is to Project Supervision and Quality assurance for Construction works, Project Management and Quality. Details are available on official web site www.bseidc.in
3. **Important Dates**
 - i) Sale of RFP document(Download) : From **02.08.2014** to **11.08.2014**
 - ii) Pre- Bid Meeting : **05.08.2014** at **3:30 pm** (Place: Office of BSEIDC)
 - iii) Last Date of Bid Submission (Upload) : **13.08.2014** at **3:30 pm**
 - iv) Technical Bid opening : **16.08.2014** at **4:00 pm**
 - v) Financial Bid opening : **20.08.2014** at **3:30 pm** (Place: Office of BSEIDC)
 - vii) Validity Period of Tender : **120 days**
4. The bidders are to be registered to take part in e-tendering process for issue of User ID and Password.
5. The RFP document are to be obtained from website www.eproc.bihar.gov.in and to be submitted on this website only. All other, important papers / Bank draft / Earnest Money / Certificates required for Tender shall be scanned and uploaded with e-tender.
6. Eligible Consultancy firms, should submit their Bids with Bid security in the form of **Bank Draft** in favour of "**Bihar State Educational Infrastructure Development Corporation Ltd.**" Payable at Patna. The Bid Security can be submitted in form of Bank Guarantee issued from any Nationalised / Schedule Bank situated in Bihar having minimum validity period of 120 days.
7. **Beltron Bid Processing Fee** is mandatory to be paid through online mode i.e. Internet payment gateway, (Credit/Debit card), Net Banking, NEFT/RTGS"
Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specific in the NIT/Corrigendum. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.
8. The cost of BOQ in form of Bank Draft issued from any nationalized Bank / Schedule Bank in favour of "**Bihar State Educational Infrastructure Development Corporation Ltd.**" Payable at Patna to be deposited in office of "**Bihar State Educational Infrastructure Development Corporation Ltd.**" Patna up to 16.08.2014 , 15.00 hrs.

**BRAJESH PRASAD
CHIEF ENGINEER**



**Chief Engineer
B.S.E.I.D.C. Ltd, Patna**

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P. Box

RATE JUSTIFICATION SHEET (for Darbhanga, Tirhut and Koshi Divisions)					
SUMMARY OF MANPOWER COST					
		Numbers	Manmonths	Rate	
1	Team Leader	3	45	180,000	8,100,000
2	Project Manager	8	120	110,000	13,200,000
3	Senior Project Engineer	16	240	90,000	21,600,000
4	Design Engineer	4	60	75,000	4,500,000
5	Electrical Engineer	8	120	75,000	9,000,000
6	Project Engineer	20	300	75,000	22,500,000
7	Construction Supervisor	96	1,440	35,000	50,400,000
				Subtotal	129,300,000
OTHER EXPENDITURE ITEMS					
1	Site allowances for senior staff (upto the level of PROJECT ENGINEER)		885	15,750	13,938,750
2	Travel to and from base locations to site locations		45	60,000	2,700,000
3	Cost of Office and cost of Accommodation for staff (including all divisions)		45	240,000	10,800,000
4	Cost of communication (including all divisions)		45	30,000	1,350,000
5	Cost of Report Production (including all divisions)		45	30,000	1,350,000
6	Miscellaneous Administration and Support Cost (including all divisions)		45	150,000	6,750,000
7	Cost of Office Setup, furnitures and fixtures and Equipments (including all divisions)		1	2,200,000	2,200,000
8	Land Transportation (including all divisions) (rental of 6 cars plus petrol allowances for supervisors)		45	376,000	16,920,000
				Subtotal	56,008,750
				Grand Total	185,308,750

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

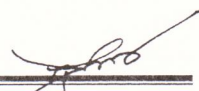
**BIHAR STATE EDUCATIONAL INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.**
(A GOVT. OF BIHAR UNDERTAKING)

REQUEST FOR PROPOSAL (RFP)

FOR PROVIDING SUPERVISION CONSULTANCY SERVICES
FOR PROPOSED CONSTRUCTION OF
SENIOR SECONDARY SCHOOLS/HIGHER SECONDARY
SCHOOLS/ SENIOR SECONDARY SCHOOLS (MULTI
SECTORAL DEVELOPMENT PROGRAMME)/UPGRADED
SENIOR SECONDARY SCHOOLS IN THE STATE OF BIHAR.

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus,
Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004
Ph: 0612-2910314

Request For Proposal


Chief Engineer Page 1
B.S.E.I.D.C. Ltd, Patna
24/01


ept/sa

LETTER OF INVITATION

The Bihar State Educational Infrastructure Development Corporation Ltd. Patna (BSEIDC), invites **Financial Proposal** for providing **Supervision Consultancy Services for construction of SENIOR SECONDARY SCHOOLS/HIGHER SECONDARY SCHOOLS/ SENIOR SECONDARY SCHOOLS (MULTI SECTORAL DEVELOPMENT PROGRAMME) /UPGRADED SENIOR SECONDARY SCHOOLS** in the State of Bihar.

1. **PROJECT BACKGROUND:**

Bihar State Educational Infrastructure Development Corporation Ltd., Patna is in the process of construction of various Educational Institutional buildings (Residential & Non-Residential) at various location in the State of Bihar. Administrative and Technical approval of some of the Project have already been granted while some other Project are under various stages of process. However tender process has already been started for construction of **Senior Secondary schools/Higher secondary schools/ Senior Secondary schools (MSDP)/Upgraded Senior Secondary schools** in various groups distributed in 9 divisions total nos. of projects division / district wise list attached Appendix-F. Amounting to total cost of Rs. 1917 Crore approx. Construction of 1000 Nos. of additional schools are expected in every coming year.

BSEIDC Ltd., Patna proposes to engage Consultants for providing Supervision Consultancy Services relating to Project Supervision and Quality Assurance for proposed construction of above projects, More than one division Supervision Consultancy work may be allotted to one bidder.

2. **SUBMISSION OF PROPOSAL:**

The Consultants are required to submit **Financial Proposal** in prescribed proforma as at Appendix-A on website:- www.eproc.bihar.gov.in.

The broad scope of work and other parameters including terms and conditions for carrying out the work are mentioned in the "Terms of Reference" at Appendix-B.

Any information in this regard may be had from **Mr. Ramashankar Prasad, A.E** (Mob no.09431492761)

3. **VALIDITY OF PROPOSAL:**

The Financial Proposal submitted by the Consultants shall be valid for a period of 120 days from the last date of submission of proposal.

4. **OPENING OF FINANCIAL BID:**

The Financial Bids received from the Consultants shall be opened on **20.08.2014**, at 15:30 hours on website:- www.eproc.bihar.gov.in.

5. **AWARD OF CONTRACT:**

The work may be awarded to one or more consultants.

6. **Terms of Reference:**

The scope of work and other terms of reference are attached at Appendix-B

7. **General Conditions of Contract:**

As per Appendix-C

8. **Special Conditions of Contract:**

As per Appendix-D

9. **Format for Contract Agreement:**

As per Appendix-E

10. **List of School (Division / District wise):**

As per Appendix-F

Appendix -A

FINANCIAL PROPOSAL

Name of Work – Providing Supervision Consultancy Services for the Proposed Construction of "~~Senior Secondary schools/Higher secondary schools/ Senior Secondary schools(MSDP)/Upgraded Senior Secondary schools~~" building projects in the State of Bihar.

To,

The Managing Director
Bihar State Educational Infrastructure
Development Corporation Ltd.,
Patna.

Dear Sir,

I/ We have carefully gone through the Terms of Reference, General and Special Condition of Contract including Payment Schedule for the work of providing Supervision Consultancy Services for proposed Construction of Upgraded Secondary School building projects in the State of Bihar and quote our Consultancy fees as follows:

Details of Services	Quoted Rate (in % of Project cost)*	
	In Figure	In Words
Supervision Consultancy Services (Project supervision and Quality Assurance, etc.)		

*(exclusive of Service Tax which will be reimbursed separately)

Signature of the Consultant
Name & Full Address:-

.....
.....
.....
.....

TERMS OF REFERENCE

12. Scope of Work:

Services to be rendered by the Supervision Consultancy Firms will be as under:

(A) CONSTRUCTION STAGE:

During construction stage the consultants act as Supervision Consultant (SC) of the 'contract' (to be signed between the Employer and the Contractor). They shall ensure that the contract is followed and work is executed as per the design and drawings. The Consultant shall

(i) physically verify all dimensions of work done at site and ensure that they are as per drawing and specifications. If any discrepancy is noticed it shall be notified to BSEIDC or Engineer In charge immediately. They shall also be responsible to maintain the dimension at site as per the drawing and also ensure that the work is being done as per the tender specifications in accordance with the prevailing norms and procedures prescribed by the BSEIDC/Government of Bihar.

(ii) be responsible for overall monitoring of the construction and shall be available at site for supervision and co-ordination of site work with the Employer/Engineer In charge and the contractors.

(iii) deploy adequate number of qualified and experienced engineers (as detailed in para-3) at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work.

(iv) be responsible for checking the levels, steel reinforcement, centering, shuttering and scaffolding, etc. and maintain register for approval of shuttering and for laying of steel reinforcement. These registers are to be signed by the responsible engineer of the Supervision Consultant and the Contractor's representative before laying the RCC.

(v) The consultant's representative shall prepare and check all the measurements recorded in the bill with respect to actual work done at site and as per the approved drawings, and to certify the accuracy within reasonable period approved by the Employer/Engineer In Charge.

(vi) The SC shall take measurements and prepare bills at least once in a month. But as per the specification and volume of works preparation of bill may be twice or thrice in a month. The SC shall certify each of the bills which will be certified by the BSEIDC for Payment. Hidden measurements, which cannot be recorded in future, shall be recorded before covering of the work.

(vii) If contractor's representative fails to attend the Final measurements or contractor fails to countersign final bills, then after giving reasonable notice to the contractor, SC shall take Final measurements and prepare bills and recommend for payment.

(viii) Minimum 10%(Ten Percent) of measurements will be checked by the BSEIDC's Engineer In Charge.

(ix) On completion of work, the SC shall have the responsibility to finalize bills for the work as per the actual execution at site.

(x) Obtain Employer's approval for any material deviation in designs or cost due to changes in working drawings, schedule and specifications from the approved scheme.

(xi) The Consultant shall be required to get videography of the works, being executed at the following stages: (a) Foundation (b) Plinth (c) Lintel and (d) Roof level. The videography should cover the reinforcement details before casting of concrete and also of concrete works during and after casting in presence of concerned in-charge of the works. Any other digital record as required by BSEIDC shall be provided by the consultant.

(xii) Advise Employer on the progress of the work and its conformity with drawings issued for the work.

(xiii) Advise Employer on changes, if necessary for technical reasons.

(xiv) Check and certify completion drawings including elevations and section and structural details indicating details of building and all services and submit completion certificate drawings to the Employer as per reporting schedule and two soft copies in CD after the completion of the work.

(xv) Supervision Consultants have to send photographs by his own android mobile regularly as per BSEIDC instruction.

(xvi) The supervision consultant and quality control consultant shall be fully responsible for quality and quantity of work/execution of work.

(xvii) Submit monthly Progress report to Chief Engineer in prescribed Performa up to 5th day of next month.

(xviii) In the case of any deficiency and shortage of Nos of key person mention in para-3, Additional fine Up to 10% of agreement value may be imposed.

(xix) For quoting the financial rate an estimate shall be enclosed with bid for justification of quoted rate.

(xx) Division wise office set up shall be mandatory.

(B) COMPLETION STAGE

1.

It will be the responsibility of Consultancy Firm to get the various NOC certificates essential for start and its completion of the project and the same are to be submitted to the Authorities as per reporting scheduled necessary. Fees/taxes required to be deposited with the statutory bodies for obtaining the same will be borne by the BSEIDC. Such approvals shall include approvals from any local bodies/statutory bodies constituted by State or Central Govt.

2. TIME PERIOD FOR THE SERVICES:

The durations of the services under this contract is 15 months or till completion of the building whichever is later.

Eligibility Criteria

3. The following would be the requirement of technical and managerial manpower, which will be deployed by SC for project management and supervision work:

S.No.	Type of personnel	Required Qualification and Experience	Manpower to be deployed for different size of Projects (100 to 200 school)	Additional manpower for additional school
1.	Team Leader	Degree in Civil Engg. +20 Year of exp / or retired S.E	1	
2.	Project Manager	Degree in Civil Engg. +15 Year of exp / or retired Ex. Engg	2	(@1 for 100 school)
3.	Sr. Project Engineer	Degree in Civil Engg. + 10 Years of exp / or retired Asst. Engg.	4	(@1 for 50 school)

4.	Design Engineer	Degree in Architect / Civil + 5 years of exp	1	(@ 1 for 200 school)
5.	Electrical Engineer	Degree in Electrical + 3 years of exp	2	(@ 1 for 100 school)
6.	Project Engineer	Degree in Civil + 5 years of Exp	5	(@ 1 for 40 school)
7.	Construction Supervisor	Diploma in Civil + 5 years of Exp	25	(@ 1 for 8 school)

- 3.1 For project which requires manpower in fractions, manpower deployment can be clubbed for more than one project or the deployment can be for limited duration, to make it feasible and economical.
- 3.2 For ease of deployment, consultant would generally be allotted projects in continuous areas/districts, so that logistical arrangement and movement of manpower is facilitated.
- 3.3 Common criteria
The agency must be an individual entity (joint ventures not allowed) having experience in similar field for not less than 5 years as on March 2014 Information about the organization along with names & details of various Technical & supporting personnel, key personnel with their qualification & experience to be furnished along with RFP, in relevant formats indicated subsequently in the document.

3.4 **Category- wise criteria**

Consultancy criteria	Minimum Requirement
Turnover (Average annual turnover of last three years i.e., 2010-11 to 2012-13 from Consultancy work)	1 Crores
Profit and Loss in last three years ending on 31/3/2013	Should not be loss in any year
Total previous experience of completing Consultancy work for the project during last three years ending on 31/3/2014	100 cr
Latest Bank solvency certificate from a scheduled bank (to be submitted with bid)	Rs. 25 lacs

3.5 **Desirable Criteria**

“similar work” shall mean construction management and supervision and quality control services for residential building, institutional building, office buildings with RCC framed / Load bearing structures with finishing's including public health engineering , electrical /HVAC works and its associated works.

4. **OBLIGATIONS OF THE CONSULTANCY FIRM**

i) The Consultancy shall carry out the services with due diligence and efficiency and in conformity with sound architectural, engineering, administrative and financial practices. They shall execute and complete the work in all respects to the satisfaction

of the Employer and do all other things required to be done for such execution and completion.

ii) The Consultancy shall act at all times so as to protect the interest of the Employer and will take all reasonable steps to keep all expenses and giving due consideration to economic aspects.

iii) The Consultancy shall promptly furnish to the Employer such information relating to the services and the projects as the Employer may from time to time reasonably request.

5. TIME PERIOD FOR THE SERVICE

i) Time period envisaged for the project is 15 months or till completion of Construction works whichever is later.

ii) If the project is delayed by any reason whatsoever, no additional cost will be payable to the consultant for these services and for the extra contract period. However, in exceptional circumstances, the Managing Director, BSEIDC may at his sole discretion decide payment of compensation, if any, due to the Consultant. The decision of the Managing Director, in this regard, shall be final.

iii) BSEIDC shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the Consultant within 15 days.

iv) The BSEIDC shall arrange a minimum one (1) meeting in each month at BSEIDC office for co-ordination and planning purpose starting from date of commencement or from date of award of civil contract. Consultant firms Team Leader and Project Engineer with the other required Team Members shall attend the meeting. BSEIDC shall issue the minutes of the meeting to all concerned.

6. PROJECT TEAM AND PROJECT OFFICE OF THE CONSULTANT

i) The Consultancy Firm shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of experts with relevant experience in the execution of similar site supervision assignments

7. INTERACTION WITH BSEIDC

i) During entire period of services, the Consultant shall interact continuously with BSEIDC officials and provide any clarification regarding methods being followed and carry out modification as suggested by BSEIDC. A Programme of various activities shall be provided to BSEIDC and prior intimation shall be given to BSEIDC regarding start of the key activities, if required.

ii) The BSEIDC officers and other Government officers permitted by the BSEIDC may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and other works.

iii) The consultant shall be required to send 3 copies of concise Progress Report by the 5th day of the following month to the BSEIDC. These reports shall clearly bring out the progress of consultancy works under the scope of the Consultant vis-à-vis as per the agreed programme. In case of shortfall the steps being taken to ensure timely completion.

8. PAYMENT SCHEDULE

Payment to the Consultants shall be released by 15th day of every month based on the total value of work got executed by the "works contractors" and paid to them during the previous month. The consultants shall submit their (consultancy fees) bills to the concerned authorities of BSEIDC by 7th of every month, with details of work done with photo and bill certified by concerned Executive Engineer.

GENERAL CONDITION OF CONTRACT (GCC)

1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms wherever used in this Contract shall have the following meanings:

- (a) "Applicable Law" means the laws of India.
- (b) "Client" means the Bihar State Educational Infrastructure Development Corporation Limited (BSEIDC), a Government of Bihar Undertaking Registered under Company Act, 1956.
- (c) "Consultant" means any private or public entity that will provide the services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices thereto.
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to clause GC 2.1.
- (g) "Currency" means Indian Rupees.
- (h) "GC" means the General Conditions of Contract.
- (i) "Government" means the Government of Bihar.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof
- (m) "Reimbursable expenses" means all assignment-related costs other than Consultant's Fee.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix 'B' hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant Sub-Contracts any part of the services.
- (q) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

(r) "In writing" means communicated in written form with proof of receipt.

(s) Contract Price means the price to be paid for the performance of the services in accordance with clause 6.1 of GCC.

**1.2 Relationship
Between the
Parties**

Nothing contained herein shall construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

**1.3 Law Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Law.

1.4 Language

This Contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.6.2 Notices shall be deemed to effective as specified in SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party a notice in writing of such changes to the address specified in the SC.

1.7 Location

The Services shall be performed at such locations as specified in Special Conditions (SC) hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

**1.8 Authority of
Member in
Charge**

In case the Consultant consists of a Joint Venture/Consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, without limitation the receiving of instructions and payments from the client.

**1.9 Authorized
Representatives**

Any action required or permitted to be taken, and document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.10 Taxes and
Duties**

Unless otherwise specified in the SC the Consultant, Sub-Consultants personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Request For Proposal

Page 9

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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**2.1 Effectiveness
Of Contract**

This Contract shall come into force and effect on the date the contract is signed by both the parties

**2.2 Performance
Security**

The Consultant shall provide security for his performance of the contract to the Employer within 15 days from the date of issue of LOA. The Performance Security shall be in the form of an unconditional bank guarantee acceptable to the client, from any nationalized bank or schedule bank in India valid up to 18 months from date of signing of the agreement initially and extendable up to a suitable period as specified in the Special Condition.

The amount of the bank guarantee shall be 5% (five percent) of the Contract Price (Consultancy Fees). The same shall be furnished to the BSEIDC in the Proforma acceptable to BSEIDC.

**2.3 Commencement
of Services**

The Consultant shall begin carrying out the services not later than Seven (7) Days after the Effective Date.

**2.4 Expiration of
Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date.

2.5 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or
Variations**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

(a) For the purpose of this Contract, Force Majeure means an event which is beyond the reasonable control of Party, is not foreseeable, is unavoidable, and which makes a Parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such parties Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach

The failure of a Party to fulfill any of its obligations hereunder shall

of Contract

not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure:

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal condition as soon as possible

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(i) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the client, in re-activating the Services; or

(ii) Continue with the services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and he will be reimbursed for additional costs reasonably and necessarily incurred.

(e) In the case of disagreement between the Parties as the existence or extent of Force Majeure, the matter shall be settled according to clause GC 8.

2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than Thirty (30) day's written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within Thirty (30) days of receipt of

such notice of suspension or within such further period as the Client may have subsequently approved in writing

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

For the purpose of this clause:

(e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

(f) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.

(g) If as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than Sixty (60) days.

(h) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 By the
Consultant**

The Consultant may terminate this Contract, by not less than Sixty (60) days written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause GC 2.9.2

(a) If the Client fails to pay money due the Consultant pursuant to this Contract and not subject to dispute within Forty-Five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion a material portion of the services for a period of not less than Sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.9.3 Cessation of
Rights and
Obligations**

Upon termination of this Contract pursuant to Clause GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) any right which a Party may have under the Applicable Law.

**2.9.4 Cessation
of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the

2.9.5 Payment

Upon Termination

Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 hereof.

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2

hereof, the Client shall make the following payments to the Consultant:

1. Remuneration pursuant to Clause GC 6 hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2. Except in the case of termination pursuant to paragraph (a) to (g) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

If either Party disputes whether an event specified in paragraphs (a) to (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may within Forty Five (45) Days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.9.6 Disputes about Events of Termination

3.1 General

3.1.1 Standard of Performance

2. OBLIGATIONS OF THE CONSULTANT

The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the services, as faithful Adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

Action for deficiency in services

Liquidated Damage shall be imposed on the consultants for delay in performance of the services under his scope by the Consultant beyond the contract period or extended time granted by the Client. The LD shall be 1% of the contract price per week of delay subject to Maximum of 10% of the Contract price.

Consultant's liability towards the Client:

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him

Request For Proposal

Page 13

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
2/1/21

-25-

Warning / Debarring

Warning may be issued to the erring consultant for minor deficiencies. In the case of major deficiencies involving time and cost overrun and adverse effect on reputation of BSEIDC, other Penal action including Debarring for certain period may also be initiated.

3.1.2 Law
Governing
Services

The Consultant shall perform the services in accordance with the **Applicable** Law, Statutory rules By Laws and shall take all practicable steps to ensure that Personnel of the Consultant and any Sub-Consultants comply with the Applicable Law.

3.2 Conflict of
Interests

The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultant Not to
Benefit from Commissions,
Discounts, etc.

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the consultant's only payment in connection with this Contract and, subject to clause GC 3.2.2 hereof, the consultant shall not accept for its own benefit any trade, commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 Consultant
and Affiliates
not to Engage in
Certain
Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works of services (other than consulting services) resulting from or directly related to the Consultant's services for the preparation or implementation of the project.

3.2.3 Prohibition of
Conflicting Activities

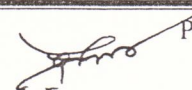
The Consultant shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and the Personnel make public the Recommendations formulated in the course of, or as a result of, the services.

3.4 Liability of the
Consultant

Page 14


Chief Engineer
B.S.E.I.D.C. Ltd, Patna


Subject to additional provisions, if any, set forth in the SC, the Consultant's liability under this Contract shall be governed by the Applicable Law.

3.5 Insurance to be taken out by the Consultant.

The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultant Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, arising out of Performance of their services, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with Govt. of Bihar accepted accounting principles and in such form and details which will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to Five(5) years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the client.

3.7 Consultant's Actions
Requiring Client's prior
Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

(a) Subcontracts; the Consultant may sub-contract work relating to the services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the consultant to provide a replacement, with qualifications and experience acceptable to the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

(b) Any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultant shall submit to the Client monthly progress reports pertaining to their part of the work in format acceptable to the Client. Final reports shall be delivered in CD- ROM in addition to the hard copies.

3.9 Documents prepared
by the Consultant to be
the Property of the Client

All plans, drawing, specification, designs, reports, other documents prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such Documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, and use for their own use with prior written approval of the Client.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

-4.1 General

The Consultant shall employ and provide such qualified and

**4.2 Removal and/
Or Replacement of
Personnel**

experienced Personnel and Sub-Consultants as are required to carry out the services.

- (a) If the Client (i) finds that any of the Consultant's Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, forthwith provide a replacement, a person with qualifications and experience acceptable to the Client.
- (b) Any of the Personnel provided as a replacement under Clause (a) above shall be subject to the prior written approval by the Client.

4.3 Project Architect

The Consultant shall ensure that at all times during the Consultant's performance of the services, a Project Architect acceptable to the Client; shall take charge of the performance of the services.

5. OBLIGATIONS OF THE CLIENT

The assistance to be provided by the Client are listed at Appendix- H.

**5.1 Assistance and
Exemptions**

5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the services. The Consultant will be responsible for any damage to such land or any property thereon resulting from such access for such damage caused by the default or negligence of the Consultant or any Sub-consultant or the Personnel of either of them.

**5.3 Change in the
Applicable Law
related to Taxes
and Duties.**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.

5.4 Payment

In consideration of the services performed by the Consultant under this contract, the Client shall make to the Consultant such payment and in such a manner as provided by the Clause GC 6 of this Contract.

**5.5 Payment to
Statutory bodies**

The employer shall be responsible for making all payments to be made to the local authorities and statutory bodies. However, fines, penalties and compounding fees etc. imposed by the local authorities for non-fulfillment of the Consultant's responsibility under his scope shall be borne by the Consultant excepting for the additions and alternations exclusive required by the employers in writing.

6. PAYMENTS TO THE CONSULTANT

**6.1 Payment
Schedule**

The payment schedule should be as per Clause-8 set forth in Appendix-B.

**6.2 Remuneration
and
Reimbursable**

posals

Page 16

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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- (a) The client shall pay to the Consultant (i) remuneration as and set forth in clause GC 6.1 above (ii) reimbursable expenses as set forth in Clause GC 6.2(b) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Reimbursable expenses actually and reasonably incurred by the Consultant on behalf of the Client in the performance of the services on production of proof of such expenses. For example statutory fees for approvals to be deposited with Local Authorities.
- (c) 5% (Five percent)-as Security Deposit will be deducted from each bill.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them. Failure to agree to any action pursuant to this clause shall not give rise to a dispute subject to arbitrator in accordance with clause 8 specified in the Special Conditions.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the notice of dispute will consider it and respond in writing within Fourteen (14) Days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Appendix-D

SPECIAL CONDITIONS OF CONTRACT

(Supervision Consultant)

1.6
Notices

The authorized Representative and their addresses are

Client:

.....

.....

Consultant:

.....

.....

Notices shall be deemed effective when received by the above addresses.

1.7
Location

The Description of the project is as follows.....

1.10
Taxes and
Duties

Service tax shall be reimbursed at actual on production of proof.

2.2
Performance
Security

Performances security shall be valid up to.....

2.3
Commencement
of Services

The effective date for commencement of service is.....

3.1.1
Standard
Performance

Liquidated Damages of up to 0.5 percent of Contract Price of consultancy fee shall also be imposed for deficiency in services of submission of estimates. without full backup documentation or which are not strictly as per the laid down norms. The Managing Director, BSEIDC decision, in this matter, shall be final and binding

Liquidated damages, shall further be imposed on the Consultant for delays in obtaining the required approvals from Local Authorities. The delay shall be reckoned from the schedule date in the contract of extended time granted by the client. The LD shall be 1/2% per week of delay subject to a maximum of 5% of the Contract Price.

The above LD's is an addition to the LD in GCC 3.1.1.

3.8
Reporting
obligation

A detailed progress report pertaining to the Consultant's scope of work clearly bringing out the progress of work against the scheduled along with any remedial action being taken shall be submitted fortnightly in the format approved by the employer.

Display boards clearly displaying the schedules and progress in approved format shall be established in the rooms of three senior officials of BSEIDC as directed and updated at weekly intervals.

8.2
Dispute
Resolution

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration. The sole Arbitrator to be selected by the Managing Director, BSEIDC within 30 days from the date of receipt of notice of arbitration. The venue of arbitration shall be at PATNA. The arbitration proceedings shall be governed by the Arbitration and conciliation Act, 1996 or any statutory modification thereof.

Standard Format for Supervision Consultant Contract Agreement

(To be completed/modified to suit individual Project Requirement)

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the.....day of the month of2011 between **Bihar State Educational Infrastructure Development Corporation Limited, Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Saidpur, Patna-800 004**, on the one hand (hereinafter called the Client/Employer") and on the other hand(hereinafter called the Consultant)

Whereas

- a. the Client has accepted the offer of the Consultant to provide certain consulting services for
- b. the Consultants, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties hereto hereby agree as follows:

- 1.0 The following documents attached hereto shall be deemed to form an integral part of this contract:
 - a. The Terms of Reference (hereinafter called TOR)
 - b. The General Conditions of Contract (hereinafter called GCC)
 - c. The Special Conditions of Contract (hereinafter called SCC)
- 2.0 The mutual rights and obligations of the Client and the Consultants shall be as set forth in the contract in particular:
 - a The Consultants shall carry out the services in accordance with the provisions of the contract: and
 - b The Client shall make payments to the Consultants in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written

**FOR AND ON BEHALF OF
(CLIENT)**

Bihar State Educational Infrastructure Development Corporation Limited,
Bihar Rastrabhasha Parishad Parisar, Shiksha Bhawan, Saidpur, Patna-800 004

**FOR AND ON BEHALF OF
(CONSULTANT)**



भारत में व्यापारिक केन्द्र स्थापित करने के लिए प्रमाण-पत्र

विदेशी कम्पनी पंजीकरण-संख्या : F04503

वर्ष : 2013

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स,
EPTISA SERVICIOS DE INGENIERIA S.L.

जोकि मूल रूप में SPAIN

में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 592 के अंतर्गत दिनांक 14-02-2013 को प्रस्तुत किए गए ई-फार्म 44 में अपने व्यापारिक केन्द्र की स्थापना, भारत में 12-12-2012 से करने की अधिसूचना दी है। इस ई-फार्म को पंजीकृत कर लिया गया है।

यह प्रमाण-पत्र आज दिनांक सत्ताईस फरवरी दो हजार तेरह दिल्ली में जारी किया जाता है।

Certificate for Establishment of Place of Business In India

Foreign Company Registration Number : F04503

Year : 2013

I hereby certify that Form No. 44 dated 14-02-2013 filed u/s 592 of the Companies Act, 1956 (No. 1 of 1956) notifying establishment of place of business in India with effect from 12-12-2012 by M/s EPTISA SERVICIOS DE INGENIERIA S.L. a Company originally incorporated in SPAIN has been registered.

Given at Delhi this Twenty Seventh day of February Two Thousand Thirteen.

Validity unknown
Digitally signed by Registrar of Companies
Date: 2013.02.27 14:29:30
GMT+05:30

Registrar of Companies, National Capital Territory of Delhi and Harvana
कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by KRUSHNA SHANKAR PRADHAN, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अगिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

Eptisa Servicios De Ingenieria S.L.
608, Level 6, JMD Regent Square,, Mehrauli Gurgaon,,
Gurgaon - 122002,
Haryana, INDIA



Chief Engineer
B.S.E.I.D.C. Ltd, Patna

THE SIGNING COMMERCIAL REGISTRAR OF MADRID



I CERTIFY THAT, with the purpose of issuing the certificate requested in the fax, I have examined the Books in this Registry with the following result:

FIRST: That in the entry included in sheet number 3670, folio 30, volume 1137, book 635, section 3 and entered on 11 August 1956, by virtue of the copy of the deed granted in Madrid on 31 January 1956 before the Public Notary Mr. Jose Luis Diez Pastor with number 222, the Limited Liability Company "ESTUDIOS Y PROYECTOS TECNICOS E INDUSTRIALES SA" was registered in this Commercial Registry and was incorporated by means of the aforementioned deed. This Corporation HAS BEEN ADAPTED TO THE CURRENT LEGISLATION by virtue of the contents established in Transitory Provision number 2 and Transitory Provision number 3, section 4, of the Consolidated text of the Limited Company Law approved by Royal Decree 1564/1989 of December 22 with the new sheet number M-34.554.

SECOND: That the new sheet includes, amongst others, entry number 308 the last record on file- and that a true copy is included below:

THIRD: That the following is a true and exact copy of entries 15 and 40, which are the last records included in this Commercial Registry pertaining to the company "GRUPO EP INGENIERA Y SERVICIOS INTEGRALES SA" and which have been entered in folio 18 verso et seqq. of volume 10101, section 8, sheet M-161.302, and that it fulfils the request.

FOURTH: That the following is a true and exact copy of entries 11, 12 and 26, which were carried out in this Commercial Registry and refer to the company "SAFER INVERSIONES 2007 SL", currently called "EPTISA SERVICIOS DE INGENIERIA SL", and which have been entered in folio 181 et seqq. of volume 25198, section 8, sheet M-439.750, and that it fulfils the request.

FIFTH: And that the sheet does not include any subsequent entries that modify the information for which the certificate is issued and it does not include any entry regarding the Dissolution, Liquidation or Bankruptcy Proceedings of the Company "EPTISA SERVICIOS DE INGENIERIA SL" for which the certificate is issued. Thus, it continues showing a **GOOD STANDING** according to the Registry.

In witness whereof, and without any entry in the Record Book regarding any document of the company certified pending registration, I issue this certificate on 21 sheets of paper for notary use only belonging to this Registry with numbers 6543681 to 6543693, both inclusive, and 6543695 al 6543702, both inclusive, and I sign it in Madrid on the second of July of two thousand and twelve.

THE REGISTRAR,

Presented in the Record Book of certifications under entry number 63.493/2012.

Fees according to bill.

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24/7/12

Angel Segado Bernal, Sworn Interpreter of English and Spanish based in C/ Madroños 53-Collado Villalba,

Madrid: I, the undersigned, do HEREBY CERTIFY that the foregoing is a true and complete English

translation of the original Spanish document. 11/07/2012



aptisa


Chief Engineer
B.S.E.I.D.C. Ltd, Patna

for



GURGAON HARYANA

AFFIDAVIT / CERTIFICATE

28AA 139136

FOR NOT BEING DEBARRED

I, the undersigned, on behalf of M/S Eptisa Servicios de Ingenieria, S.L., do hereby certify that neither EPTISA nor its any group companies have been ever DEBARRED from work by any Tenderer or Government Department / Agency.

Ajit Kumar

AJIT KUMAR

Authorised Representative

Eptisa Servicios de Ingenieria S.L.

Level 6, JMD Regent Square, M.G Road,

Gurgaon - 122002, Haryana, India

Date: 29th August 2014

Place: Gurgaon

eptisa

by

[Signature]

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

2/21



AFFIDAVIT

28AA 139135

FOR EXPERIENCE CLAIMED BY THE FIRM AND CORRECTNESS OF CV OF
KEY PERSONNEL

I, the undersigned, on behalf of M/S Eptisa Servicios de Ingeniería, S.L., do hereby certify that the details furnished in this proposal including CV of key Personnel and experience claimed by the Firms are true and correct to the best of my knowledge and belief.

Ajit Kumar
AJIT KUMAR

Authorised Representative

Eptisa Servicios de Ingeniería S.L.

Level 6, JMD Regent Square, M.G Road,

Gurgaon – 122002, Haryana, India

Date: 29th August 2014

Place: Gurgaon

ep4isa

[Signature]
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24/8

NIHIL PRIUS FIDE

ALFONSO MADRIDEJOS FERNÁNDEZ



cutting through complexity™

**Esptisa Servicios de
Ingeniería, S.L. y
Sociedades
Dependientes**

Cuentas Anuales Consolidadas
31 de diciembre de 2012

Informe de gestión consolidado
Ejercicio 2012

(Junto con el informe de Auditoría)

S29382C01

epkisa


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/11



KPMG Auditores S.L.
Edificio Torre Europa
Pº de la Castellana, 95
28046 Madrid

Informe de Auditoría de Cuentas Anuales Consolidadas

A los Socios de
Eptisa Servicios de Ingeniería, S.L.

Hemos auditado las cuentas anuales consolidadas de Eptisa Servicios de Ingeniería, S.L. (la Sociedad) y sociedades dependientes (el Grupo) que comprenden el balance consolidado al 31 de diciembre de 2012, la cuenta de pérdidas y ganancias consolidada, el estado de cambios en el patrimonio neto consolidado, el estado de flujos de efectivo consolidado y la memoria consolidada correspondientes al ejercicio anual terminado en dicha fecha. Los Administradores de la Sociedad son responsables de la formulación de las cuentas anuales consolidadas de acuerdo con el marco normativo de información financiera aplicable al Grupo que se identifica en la nota 2 de la memoria consolidada adjunta y, en particular, con los principios y criterios contables contenidos en el mismo. Nuestra responsabilidad es expresar una opinión sobre las citadas cuentas anuales consolidadas en su conjunto, basada en el trabajo realizado de acuerdo con la normativa reguladora de la actividad de auditoría de cuentas vigente en España que requiere el examen, mediante la realización de pruebas selectivas, de la evidencia justificativa de las cuentas anuales consolidadas y la evaluación de si su presentación, los principios y criterios contables utilizados y las estimaciones realizadas están de acuerdo con el marco normativo de información financiera que resulta de aplicación.

En nuestra opinión, las cuentas anuales consolidadas del ejercicio 2012 adjuntas expresan, en todos los aspectos significativos, la imagen fiel del patrimonio consolidado y de la situación financiera consolidada de Eptisa Servicios de Ingeniería, S.L. y sociedades dependientes al 31 de diciembre de 2012, así como de los resultados consolidados de sus operaciones y de los flujos de efectivo consolidados correspondientes al ejercicio anual terminado en dicha fecha, de conformidad con el marco normativo de información financiera que resulta de aplicación y, en particular, con los principios y criterios contables contenidos en el mismo.

El informe de gestión consolidado adjunto del ejercicio 2012 contiene las explicaciones que los Administradores de Eptisa Servicios de Ingeniería, S.L. consideran oportunas sobre la situación del Grupo, la evolución de sus negocios y sobre otros asuntos y no forma parte integrante de las cuentas anuales consolidadas. Hemos verificado que la información contable que contiene el citado informe de gestión consolidado concuerda con la de las cuentas anuales consolidadas del ejercicio 2012. Nuestro trabajo como auditores se limita a la verificación del informe de gestión consolidado con el alcance mencionado en este mismo párrafo y no incluye la revisión de información distinta de la obtenida a partir de los registros contables de la Sociedad y de los de sus sociedades dependientes.

KPMG Auditores, S.L.

Francisco Rabadán Molero

8 de abril de 2013

INSTITUTO DE
CENSORES JURADOS
DE CUENTAS DE ESPAÑA

Miembro ejerciente:
KPMG AUDITORES, S.L.

Año 2013 N° 01/13/00858
COPIA GRATUITA

Este informe está sujeto a la tasa
aplicable establecida en la
Ley 44/2002 de 22 de noviembre.

KPMG Auditores S.L., sociedad española de
responsabilidad limitada, es una filial de KPMG
Europe LLP y forma miembro de la red KPMG de
firmas independientes afiliadas a KPMG International
Cooperative ("KPMG International"), sociedad suiza.

Inscrita en el Registro Oficial de Auditores de Cuentas con el
nº 50702, y en el Registro de Sociedades del Instituto de
Censores Jurados de Cuentas con el nº 10.
Rng. Mer Madrid, 1. 11.961; F. 84, Sec. B. H. M.-188.007,
Inscrip. 1.
N.I.F. B-78510153

Chief Engineer
B.S.E.I.D.C. Ltd, Patna



- 37 -



EPTISA SERVICIOS DE INGENIERIA S.L. Y SOCIEDADES DEPENDIENTES

Balances Consolidados
31 de diciembre de 2012 y 2011
(Expresados en euros)

Activo	Nota	2012	2011
Inmovilizado intangible.	5	28.755.820	28.028.688
Investigación		1.028.326	1.021.090
Desarrollo		956.431	837.420
Patentes, licencias, marcas y similares		13.790.171	13.790.171
Fondo de comercio		11.785.986	11.785.986
Aplicaciones informáticas		1.193.563	592.274
Otro inmovilizado intangible		1.343	1.747
Inmovilizado material	6	26.665.108	27.413.376
Terrenos y construcciones		16.908.165	17.454.915
Instalaciones técnicas, maquinaria, utillaje, mobiliario y otro inmovilizado material		9.042.051	9.664.517
Inmovilizado en curso y anticipos		714.892	293.944
Inversiones en empresas del grupo y asociadas a largo plazo		1.051.683	977.402
Inmovilizado financiero por puesta en equivalencia	10	345.062	251.446
Instrumentos de patrimonio	12	40.299	30.224
Inversiones en empresas asociadas a largo plazo	12	666.322	695.732
Inversiones financieras a largo plazo		11.200.881	9.948.338
Instrumentos de patrimonio	12	76.301	88.725
Créditos a terceros	12	10.547.788	9.168.085
Otros activos financieros	12	576.792	691.528
Activos por impuesto diferido	20	5.245.425	4.985.533
Fondo de comercio de consolidación	5	769.611	769.611
Total activos no corrientes		73.688.528	72.122.948
Activos no Corrientes mantenidos para la venta	6	35.536	484.787
Existencias	13	20.952.210	14.530.543
Deudores comerciales y otras cuentas a cobrar	12	30.736.146	43.637.423
Clientes por ventas y prestaciones de servicios		21.957.462	32.752.287
Clientes, empresas asociadas		5.344.573	7.255.141
Otros deudores empresas asociadas		47.870	69.389
Deudores varios		1.137.371	1.399.255
Personal		379.973	389.718
Activos por impuestos corriente		1.203.786	930.585
Otros créditos con las Administraciones Públicas		665.111	841.048
Inversiones en empresas del grupo y asociadas a corto plazo	12	630.354	350.904
Otros activos financieros		630.354	350.904
Inversiones financieras a corto plazo		2.189.024	1.657.574
Créditos a empresas	12	385.391	-
Otros activos financieros	12	1.803.633	1.657.574
Periodificaciones a corto plazo	14	924.493	485.314
Efectivo y otros activos líquidos equivalentes	15	11.841.414	26.245.805
Total activos corrientes		67.309.177	87.392.350
Total activo		140.997.705	159.515.298

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2012.

5B9382967

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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EPTISA SERVICIOS DE INGENIERIA S.L. Y SOCIEDADES DEPENDIENTES

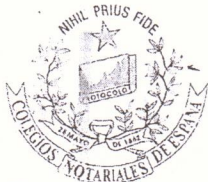
Balances Consolidados
31 de diciembre de 2012 y 2011
(Expresados en euros)

Patrimonio Neto y Pasivo

	Nota	2012	2011
Fondos propios			
Capital	16	42.346.408	33.471.369
Reservas		31.250.060	31.250.060
Otras aportaciones de socios		2.152.728	6.246.291
Resultado consolidado del ejercicio		7.465.297	
Subvenciones, donaciones y legados recibidos		1.478.323	(4.024.982)
Socios Externos	16	1.253.518	1.381.107
	16	3.598.557	3.706.703
Total patrimonio neto		47.198.483	38.559.179
Provisiones a largo plazo	17	541.545	893.074
Deudas a largo plazo	19	24.629.241	39.217.724
Deudas con entidades de crédito		22.525.314	22.884.221
Acreedores por arrendamiento financiero	7	1.645.545	2.364.682
Otros pasivos financieros		458.382	13.968.821
Pasivos por impuesto diferido	20	3.615.786	3.637.160
Total pasivos no corrientes		28.786.572	43.747.958
Deudas a corto plazo	19	16.850.424	21.157.814
Deudas con entidades de crédito		15.549.015	19.682.553
Acreedores por arrendamiento financiero	7	1.147.092	1.226.764
Derivados		-	118.329
Otros pasivos financieros		154.317	130.168
Deudas con empresas asociadas a corto plazo	19	1.814.852	3.167.039
Acreedores comerciales y otras cuentas a pagar	19	46.347.344	52.883.278
Proveedores		26.569.507	30.283.898
Proveedores, empresas asociadas		15.863	227.807
Acreedores varios		1.507.804	1.286.586
Personal (remuneraciones pendientes de pago)		2.936.595	2.993.068
Pasivos por impuesto corriente		65.926	318.605
Otras deudas con las Administraciones Públicas		4.383.462	4.947.203
Anticipos de clientes	4 (w)	10.868.187	12.826.111
Periodificaciones a corto plazo		30	30
Total pasivos corrientes		65.012.650	77.208.161
Total patrimonio neto y pasivo		140.997.705	159.515.298

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2012.

Chief Engineer
B.S.E.I.D.C. Ltd, Patna



EPTISA SERVICIOS DE INGENIERIA, S.L. Y SOCIEDADES DEPENDIENTES



Cuentas de Pérdidas y Ganancias Consolidadas
correspondientes a los ejercicios anuales terminados en 31 de diciembre de 2012 y 2011
(Expresadas en euros)

	Nota	2012	2011
Importe neto de la cifra de negocios	22 y 23	126.497.875	147.756.971
Prestaciones de servicios		126.497.875	147.756.971
Variación de existencias de productos terminados y en curso de fabricación		5.891.939	1.952.786
Trabajos realizados por el Grupo para su activo		1.074.829	2.195.016
Aprovisionamientos		(45.261.658)	(45.294.781)
Consumo de mercaderías		792	
Consumo de materias primas y otras materias consumibles		(6.522.949)	(8.147.494)
Trabajos realizados por otras empresas		(38.739.501)	(37.147.287)
Otros ingresos de explotación		296.749	300.911
Ingresos accesorios y otros de gestión corriente		25.285	22.736
Subvenciones de explotación incorporadas al resultado del ejercicio		271.464	278.175
Gastos de personal		(62.669.670)	(70.987.194)
Sueldos, salarios y asimilados		(50.210.458)	(56.114.527)
Cargas sociales	23	(12.459.212)	(14.872.667)
Otros gastos de explotación		(26.290.932)	(31.753.608)
Servicios exteriores		(25.460.602)	(30.353.172)
Tributos		(528.657)	(921.914)
Pérdidas, deterioro y variación de provisiones por operaciones comerciales	12	(301.598)	(462.121)
Otros gastos de gestión corriente		(75)	(16.401)
Dotación para amortización del inmovilizado	5 y 6	(2.355.223)	(3.166.034)
Imputación de subvenciones de inmovilizado no financiero y otros		52.164	46.221
Exceso de provisiones			17.366
Deterioro y resultado por enajenaciones del inmovilizado		123.502	(2.599.311)
Deterioros y pérdidas	6	123.502	(2.599.311)
Otros resultados		4.481.239	(56.140)
Ingresos excepcionales	16	4.529.389	40.702
Gastos excepcionales		(48.150)	(96.842)
Resultado de explotación consolidado		1.840.814	(1.587.797)
Ingresos financieros		572.905	235.458
De valores negociables y de créditos del activo inmovilizado		572.905	235.458
De terceros		572.905	235.458
Gastos financieros		(3.039.321)	(3.541.131)
Por deudas con terceros y asimilados	22	(3.039.321)	(3.541.131)
Variación de valor razonable en instrumentos financieros		2.225.428	440.203
Cartera de negociación y otros	16 y 18	2.225.428	440.203
Diferencias de cambio		(46.178)	10.363
Diferencias positivas		307.329	288.939
Diferencias negativas		(353.507)	(278.576)
Deterioro y resultado por enajenaciones de instrumentos financieros		(49.100)	(2.012.414)
Resultados por enajenaciones y otras		(49.100)	(2.012.414)
Resultado financiero consolidado		(336.266)	(4.867.521)
Resultado de participaciones en sociedades puestas en equivalencia	10	74.940	39.997
Resultado consolidado antes de impuestos		1.579.488	(6.415.321)
Impuestos sobre beneficios	20	123.753	2.778.019
Resultado consolidado del ejercicio procedente de operaciones continuadas		1.703.241	(3.637.302)
Resultado atribuido a Socios Externos	16	(224.918)	(387.680)
Resultado consolidado del ejercicio		1.478.323	(4.024.982)

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2012.

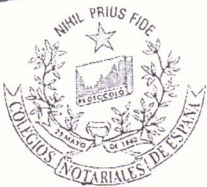
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Chief Engineer
B.S.E.I.D.C. Ltd, Patna

DILIGENCIA DE AUTENTIFICACIÓN.- ALFONSO MADRIDEJOS
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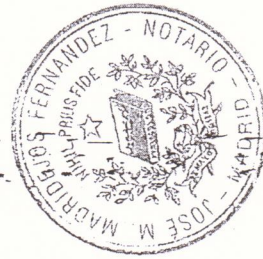


Chief Engineer
B.S. Patna
S.H.



JOSÉ MARÍA MADRIDEJOS FERNÁNDEZ
ALFONSO MADRIDEJOS FERNÁNDEZ
RODRIGO TENA ARREGUI
NOTARIOS

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**Eptisa Servicios de
Ingeniería, S.L. y
Sociedades
Dependientes**

Cuentas Anuales
31 de diciembre de 2011

Informe de gestión
Ejercicio 2011

(Junto con el informe de Auditoría)

eptisa

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**Chief Engineer
B.S.E.I.D.C. Ltd, Patna**
24/01



KPMG Auditores S.L.
Edificio Torre Europa
Pº de la Castellana, 95
28046 Madrid

Informe de Auditoría de Cuentas Anuales Consolidadas

A los Socios de
Eptisa Servicios de Ingeniería, S.L.

Hemos auditado las cuentas anuales consolidadas de Eptisa Servicios de Ingeniería, S.L. (la Sociedad) y sociedades dependientes (el Grupo), que comprenden el balance consolidado al 31 de diciembre de 2011, la cuenta de pérdidas y ganancias consolidada, el estado de cambios en el patrimonio neto consolidado, el estado de flujos de efectivo consolidado y la memoria consolidada correspondientes al ejercicio anual terminado en dicha fecha. Los Administradores de la Sociedad son responsables de la formulación de las cuentas anuales consolidadas de acuerdo con el marco normativo de información financiera aplicable al Grupo que se identifica en la nota 2 de la memoria consolidada adjunta y, en particular, con los principios y criterios contables contenidos en el mismo. Nuestra responsabilidad es expresar una opinión sobre las citadas cuentas anuales consolidadas en su conjunto, basada en el trabajo realizado de acuerdo con la normativa reguladora de la actividad de auditoría de cuentas vigente en España que requiere el examen, mediante la realización de pruebas selectivas, de la evidencia justificativa de las cuentas anuales consolidadas y la evaluación de si su presentación, los principios y criterios contables utilizados y las estimaciones realizadas están de acuerdo con el marco normativo de información financiera que resulta de aplicación.

En nuestra opinión, las cuentas anuales consolidadas del ejercicio 2011 adjuntas expresan, en todos los aspectos significativos, la imagen fiel del patrimonio consolidado y de la situación financiera consolidada de Eptisa Servicios de Ingeniería, S.L. y sociedades dependientes al 31 de diciembre de 2011, así como de los resultados consolidados de sus operaciones y de los flujos de efectivo consolidados correspondientes al ejercicio anual terminado en dicha fecha, de conformidad con el marco normativo de información financiera que resulta de aplicación y, en particular, con los principios y criterios contables contenidos en el mismo.

El informe de gestión consolidado adjunto del ejercicio 2011 contiene las explicaciones que los Administradores de Eptisa Servicios de Ingeniería, S.L. consideran oportunas sobre la situación del Grupo, la evolución de sus negocios y sobre otros asuntos y no forma parte integrante de las cuentas anuales consolidadas. Hemos verificado que la información contable que contiene el citado informe de gestión consolidado concuerda con la de las cuentas anuales consolidadas del ejercicio 2011. Nuestro trabajo como auditores se limita a la verificación del informe de gestión consolidado con el alcance mencionado en este mismo párrafo y no incluye la revisión de información distinta de la obtenida a partir de los registros contables de la Sociedad y de los de sus sociedades dependientes.

KPMG Auditores, S.L.

Francisco Rabadán Molero

9 de abril de 2012

INSTITUTO DE
CONTABILIDAD Y
CERTIFICACIÓN DE ESPAÑA

Miembro ejerciente:
KPMG AUDITORES, S.L.

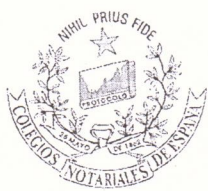
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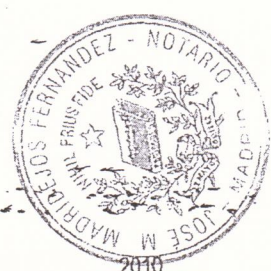
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Chief Engineer
B.S.
J, Patna



EPTISA SERVICIOS DE INGENIERIA S.L. Y SOCIEDADES DEPENDIENTES

Balances Consolidados
31 de diciembre de 2011 y 2010
(Expresados en euros)



Activo	Nota	2011	2010
Inmovilizado intangible	5	28.028.688	26.059.908
Investigación		1.021.090	
Desarrollo		837.420	
Patentes, licencias, marcas y similares		13.790.171	13.790.182
Fondo de comercio		11.785.986	11.785.986
Aplicaciones informáticas		592.274	480.433
Otro inmovilizado intangible		1.747	3.307
Inmovilizado material	6	27.413.376	30.447.123
Terrenos y construcciones		17.454.915	18.135.970
Instalaciones técnicas, maquinaria, utillaje, mobiliario y otro inmovilizado material		9.664.517	12.249.608
Inmovilizado en curso y anticipos		293.944	61.545
Inversiones en empresas del grupo y asociadas a largo plazo		983.412	869.983
Inmovilizado financiero por puesta en equivalencia	10	251.446	199.618
Instrumentos de patrimonio	12	36.234	6.234
Inversiones en empresas asociadas a largo plazo	12	695.732	664.131
Inversiones financieras a largo plazo		9.942.328	2.813.918
Instrumentos de patrimonio	12	82.715	44.986
Créditos a terceros	12	9.168.085	2.103.886
Otros activos financieros	12	691.528	665.046
Activos por impuesto diferido	20	4.985.533	1.675.629
Fondo de comercio de consolidación	5	769.611	769.611
Total activos no corrientes		72.122.948	62.636.172
Activos no Corrientes mantenidos para la venta	6	484.787	11.097.461
Existencias	13	14.530.543	30.230.500
Deudores comerciales y otras cuentas a cobrar	12	43.637.423	62.355.172
Clientes por ventas y prestaciones de servicios		32.752.287	49.904.997
Clientes, empresas asociadas		7.255.141	7.753.556
Otros deudores empresas asociadas		69.389	574.375
Deudores varios		1.399.255	1.653.515
Personal		389.718	111.692
Activos por impuestos corriente		930.585	1.109.230
Otros créditos con las Administraciones Públicas		841.048	1.247.807
Inversiones en empresas del grupo y asociadas a corto plazo	12	350.904	598.399
Otros activos financieros		350.904	598.399
Inversiones financieras a corto plazo		1.657.574	4.433.073
Créditos a empresas	12		13.459
Otros activos financieros	12	1.657.574	4.419.614
Periodificaciones a corto plazo	14	485.314	413.464
Efectivo y otros activos líquidos equivalentes	15	26.245.805	14.295.728
Total activos corrientes		87.392.350	123.423.797
Total activo		159.515.298	186.059.969

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2011.

RT2824168

eptisa

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/1

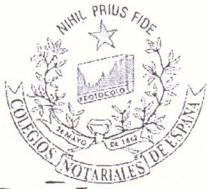
EPTISA SERVICIOS DE INGENIERIA S.L. Y SOCIEDADES DEPENDIENTES

Balances Consolidados
31 de diciembre de 2011 y 2010
(Expresados en euros)

<u>Patrimonio Neto y Pasivo</u>	<u>Nota</u>	<u>2011</u>	<u>2010</u>
Fondos propios	16	33.471.369	37.814.915
Capital		31.250.060	31.250.060
Reservas		6.246.291	5.029.680
Resultado consolidado del ejercicio		(4.024.982)	1.535.175
Subvenciones, donaciones y legados recibidos	16	1.381.107	1.400.686
Socios Externos	16	3.706.703	3.692.686
Total patrimonio neto		38.559.179	42.908.287
Provisiones a largo plazo	17	893.074	1.371.266
Deudas a largo plazo	19	39.217.724	51.429.979
Deudas con entidades de crédito		22.884.221	47.230.416
Acreedores por arrendamiento financiero		2.364.682	3.067.005
Derivados			529.223
Otros pasivos financieros		13.968.821	603.335
Pasivos por impuesto diferido	20	3.637.160	3.864.978
Total pasivos no corrientes		43.747.958	56.666.223
Deudas a corto plazo	19	21.157.814	20.775.397
Deudas con entidades de crédito		19.682.553	6.780.425
Acreedores por arrendamiento financiero		1.226.764	1.366.806
Derivados		118.329	29.309
Otros pasivos financieros		130.168	12.598.857
Deudas con empresas asociadas a corto plazo	19	3.167.039	5.516.279
Instrumentos financieros		2.999.066	5.315.140
Otras deudas con empresas asociadas		167.973	201.139
Acreedores comerciales y otras cuentas a pagar	19	52.883.278	60.183.880
Proveedores		30.283.898	31.696.952
Proveedores, empresas asociadas		227.807	92.144
Acreedores varios		1.286.586	1.972.950
Personal (remuneraciones pendientes de pago)		2.993.068	4.121.621
Pasivos por impuesto corriente		318.605	479.291
Otras deudas con las Administraciones Públicas		4.947.203	5.705.160
Anticipos de clientes	4 (w)	12.826.111	16.115.762
Periodificaciones a corto plazo		30	9.903
Total pasivos corrientes		77.208.161	86.485.459
Total patrimonio neto y pasivo		159.515.298	186.059.969

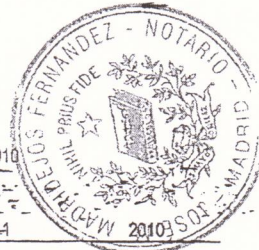
La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2011.

Chief Engineer
S.E.I.D.C. Ltd, Patna
24/01



EPTISA SERVICIOS DE INGENIERIA, S.L. Y SOCIEDADES DEPENDIENTES

Cuentas de Pérdidas y Ganancias Consolidadas
correspondientes a los ejercicios anuales terminados en 31 de diciembre de 2011 y 2010
(Expresadas en euros)



	Nota	2011	2010
Importe neto de la cifra de negocios	22 y 23	147.756.971	166.672.453
Prestaciones de servicios		147.756.971	166.672.453
Variación de existencias de productos terminados y en curso de fabricación		1.952.786	(2.637.379)
Trabajos realizados por el Grupo para su activo		2.195.016	28.825
Aprovisionamientos		(45.294.781)	(44.605.144)
Consumo de mercaderías			(1.011.636)
Consumo de materias primas y otras materias consumibles		(8.147.494)	(8.697.367)
Trabajos realizados por otras empresas		(37.147.287)	(34.896.141)
Otros ingresos de explotación		300.911	257.056
Ingresos accesorios y otros de gestión corriente		22.736	2.982
Subvenciones de explotación incorporadas al resultado del ejercicio		278.175	254.074
Gastos de personal		(70.987.194)	(76.825.072)
Sueldos, salarios y asimilados		(56.114.527)	(60.556.984)
Cargas sociales		(14.872.667)	(16.268.088)
Otros gastos de explotación	23	(31.753.608)	(32.655.660)
Servicios exteriores		(30.353.172)	(31.439.019)
Tributos		(921.914)	(652.923)
Pérdidas, deterioro y variación de provisiones por operaciones comerciales	12	(462.121)	(563.718)
Otros gastos de gestión corriente		(16.401)	-
Dotación para amortización del inmovilizado	5 y 6	(3.166.034)	(3.620.179)
Imputación de subvenciones de inmovilizado no financiero y otros		46.221	46.360
Exceso de provisiones		17.366	-
Deterioro y resultado por enajenaciones del inmovilizado		(2.599.311)	(684.089)
Deterioros y pérdidas	6	(2.599.311)	(684.089)
Otros resultados		(56.140)	(135.009)
Ingresos excepcionales		40.702	31.538
Gastos excepcionales		(96.842)	(166.547)
Resultado de explotación consolidado		(1.587.797)	5.842.162
Ingresos financieros		235.458	236.771
De valores negociables y de créditos del activo inmovilizado		235.458	236.771
De terceros		235.458	236.771
Gastos financieros		(3.541.131)	(3.500.386)
Por deudas con terceros y asimilados	22	(3.541.131)	(3.500.386)
Variación de valor razonable en instrumentos financieros		440.203	388.720
Cartera de negociación y otros	12 y 18	440.203	388.720
Diferencias de cambio		10.363	27.638
Diferencias positivas		288.939	385.739
Diferencias negativas		(278.576)	(358.101)
Deterioro y resultado por enajenaciones de instrumentos financieros		(2.012.414)	(96.799)
Resultados por enajenaciones y otras		(2.012.414)	(96.799)
Resultado financiero consolidado		(4.867.521)	(2.944.056)
Resultado de participaciones en sociedades puestas en equivalencia	10	39.997	(43.062)
Resultado consolidado antes de impuestos		(6.415.321)	2.855.044
Impuestos sobre beneficios	20	2.778.019	(806.447)
Resultado consolidado del ejercicio procedente de operaciones continuadas		(3.637.302)	2.048.597
Resultado atribuido a Socios Externos	16	(387.680)	(513.422)
Resultado consolidado del ejercicio		(4.024.982)	1.535.175

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2011.

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eptisa

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

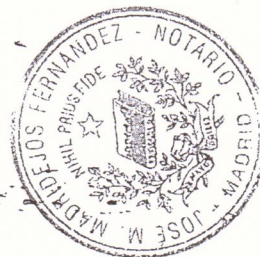
EPHSA SERVICIOS DE INGENIERÍA, S.L. Y SOCIEDADES DEPENDIENTES

Estados de Flujos de Efectivo Consolidados
correspondientes a los ejercicios anuales terminados en 31 de diciembre de 2011 y 2010
(Expresados en euros)

Flujos de efectivo de las actividades de explotación consolidados	2011	2010
Resultado consolidado del ejercicio antes de impuestos	(6.415.321)	2.855.044
Ajustes del resultado consolidado	11.006.831	7.048.692
Amortización del inmovilizado (+)	3.166.034	3.620.179
Correcciones valorativas por deterioro (+/-)	820.671	(5.823)
Variación de provisiones (+/-)	(82.313)	63.562
Imputación de subvenciones (-)	(324.396)	(300.434)
Resultados por bajas y enajenaciones del inmovilizado (+/-)	2.599.311	684.089
Resultados por bajas y enajenaciones de instrumentos financieros (+/-)	1.572.211	(291.920)
Ingresos financieros (-)	(235.458)	(236.771)
Gastos financieros (+)	3.541.131	3.500.386
Diferencias de cambio (+/-)	(10.363)	(27.638)
Participación en beneficios de sociedades puestas en equivalencia	(39.997)	43.062
Cambios en el capital corriente consolidado	10.588.017	2.021.727
Existencias (+/-)	(1.710.677)	2.174.789
Deudores y otras cuentas a cobrar (+/-)	15.838.356	8.301.682
Otros activos corrientes (+/-)	2.939.622	(2.646.027)
Acreedores y otras cuentas a pagar (+/-)	(4.183.997)	(4.419.397)
Otros pasivos corrientes (+/-)	(1.865.281)	1.068.415
Otros activos y pasivos no corrientes (+/-)	(430.006)	(2.477.735)
Otros flujos de efectivo de las actividades de explotación consolidados	(3.841.166)	(3.955.269)
Cobros de intereses (+)	235.458	236.771
Cobros de dividendos (+)	84.191	130.952
Pagos de intereses (-)	(3.625.322)	(3.631.338)
Pagos (cobros) por impuesto sobre beneficios (-/+)	(535.483)	(691.654)
Flujos de efectivo de las actividades de explotación consolidados	11.338.371	7.970.194
Flujos de efectivo de las actividades de inversión consolidados		
Pagos por Inversiones (-)	(5.652.513)	(4.881.818)
Empresas del Grupo y Asociadas	(45.960)	-
Inmovilizado intangible	(2.280.606)	(281.898)
Inmovilizado material	(1.129.204)	(4.625.846)
Otros activos financieros	(2.196.743)	25.926
Cobros por desinversiones (+)	8.181.552	436.532
Inmovilizado intangible	13.708	-
Inmovilizado material	8.167.844	436.532
Flujos de efectivo de las actividades de inversión consolidados	2.529.039	(4.445.286)
Flujos de efectivo de las actividades de financiación consolidados		
Cobros y pagos por instrumentos de patrimonio	304.817	1.511.047
Emisión de instrumentos de patrimonio	-	1.250.000
Subvenciones, donaciones y legados recibidos	304.817	261.047
Cobros y pagos por instrumentos de pasivo financiero	(2.232.513)	(8.157.677)
Devolución y amortización de		
Deudas con entidades de crédito (-)	(2.232.513)	(8.157.677)
Flujos de efectivo de las actividades de financiación consolidados	(1.927.696)	(6.846.630)
Efecto de las variaciones de los tipos de cambio	10.363	27.638
Aumento/disminución neta del efectivo o equivalentes	11.950.077	(3.094.084)
Efectivo o equivalentes al comienzo del ejercicio	14.295.728	17.389.812
Efectivo o equivalentes al final de ejercicio	26.245.805	14.295.728

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2011.

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/1



DILIGENCIA DE AUTENTIFICACIÓN. JOSE MARIA MADRIDEJOS FERNANDEZ,
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ep7/sa

Chief Engineer
B.S.E.I.D.C. Ltd, Patna



- 93 -

JOSÉ MARÍA MADRIDEJOS FERNÁNDEZ
NOTARIO
C/ FRANCISCO DE ROJAS, 10 - TEL. 91 447 81 82
FAX: 91 447 31 70 - 28010 MADRID



PTISA SERVICIOS DE INGENIERIA S.L.
Y SOCIEDADES DEPENDIENTES

Cuentas Anuales Consolidadas

e Informe de Gestión Consolidado

31 de diciembre de 2010

(Junto con el Informe de Auditoría)

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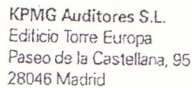
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Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24/11



A los Socios de
Eptisa Servicios de Ingeniería, S.L.

Hemos auditado las cuentas anuales consolidadas de Eptisa Servicios de Ingeniería, S.L. (la "Sociedad") y sociedades dependientes (el "Grupo") que comprenden el balance de situación consolidado al 31 de diciembre de 2010, la cuenta de pérdidas y ganancias consolidada, el estado de cambios en el patrimonio neto consolidado, el estado de flujos de efectivo consolidado y la memoria consolidada correspondientes al ejercicio anual terminado en dicha fecha. Los Administradores de la Sociedad son responsables de la formulación de las cuentas anuales consolidadas, de acuerdo con el marco normativo de información financiera aplicable al Grupo (que se identifica en la nota 2 de la memoria consolidada adjunta) y, en particular, con los principios y criterios contables contenidos en el mismo. Nuestra responsabilidad es expresar una opinión sobre las citadas cuentas anuales consolidadas en su conjunto, basada en el trabajo realizado de acuerdo con la normativa reguladora de la actividad de auditoría de cuentas vigente en España, que requiere el examen, mediante la realización de pruebas selectivas, de la evidencia justificativa de las cuentas anuales consolidadas y la evaluación de si su presentación, los principios y criterios contables utilizados y las estimaciones realizadas están de acuerdo con el marco normativo de información financiera que resulta de aplicación.

En nuestra opinión, las cuentas anuales consolidadas del ejercicio 2010 adjuntas expresan, en todos los aspectos significativos, la imagen fiel del patrimonio consolidado y de la situación financiera consolidada de Eptisa Servicios de Ingeniería, S.L. y sociedades dependientes al 31 de diciembre de 2010, así como de los resultados consolidados de sus operaciones y de los flujos de efectivo consolidados correspondientes al ejercicio anual terminado en dicha fecha, de conformidad con el marco normativo de información financiera que resulta de aplicación y, en particular, con los principios y criterios contables contenidos en el mismo.

El informe de gestión consolidado adjunto del ejercicio 2010 contiene las explicaciones que los Administradores de Eptisa Servicios de Ingeniería, S.L. consideran oportunas sobre la situación del Grupo, la evolución de sus negocios y sobre otros asuntos y no forma parte integrante de las cuentas anuales consolidadas. Hemos verificado que la información contable que contiene el citado informe de gestión consolidado concuerda con la de las cuentas anuales consolidadas del ejercicio 2010. Nuestro trabajo como auditores se limita a la verificación del informe de gestión consolidado con el alcance mencionado en este mismo párrafo y no incluye la revisión de información distinta de la obtenida a partir de los registros contables de la Sociedad y de los de sus sociedades dependientes.

Antonio Gómez-Jareño de la Plaza

29 de abril de 2011

INSTITUTO DE
CENSORES JUDOS
DE ESPAÑA

liembro ejericiente.
KPMG ÁUDITORES, S.L.

Año 2011 N° 01/11/02295
 IMPORTE COLEGIAL: 90,00 EUR
 Este informe está sujeto a la tasa aplicable establecida en la Ley 44/2002 de 22 de noviembre.



- 241 -



EPTISA SERVICIOS DE INGENIERIA S.L. Y SOCIEDADES DEPENDIENTES

Balances de Situación Consolidados
31 de diciembre de 2010 y 2009
(Expresados en euros)

Activo	Nota	2010	2009
Inmovilizado intangible	6	26.059.908	26.243.622
Investigación			40.568
Patentes, licencias, marcas y similares		13.790.182	13.790.435
Fondo de comercio		11.785.986	11.785.986
Aplicaciones informáticas		480.433	620.891
Otro inmovilizado intangible		3.307	5.742
Inmovilizado material	7	30.447.123	41.193.926
Terrenos y construcciones		18.135.970	30.167.824
Instalaciones técnicas, maquinaria, utillaje, mobiliario, y otro inmovilizado material		12.249.608	10.987.875
Inmovilizado en curso y anticipos		61.545	38.227
Inversiones en empresas del grupo y asociadas a largo plazo		869.983	933.148
Inmovilizado financiero por puesta en equivalencia	11	199.618	242.680
Instrumentos de patrimonio	12	6.234	8.548
Inversiones en empresas asociadas a largo plazo	12	664.131	681.920
Inversiones financieras a largo plazo		2.813.918	928.858
Instrumentos de patrimonio	12	44.986	44.986
Créditos a terceros	12	2.103.886	108.231
Otros activos financieros	12	665.046	775.641
Activos por impuesto diferido	21	1.675.629	1.253.946
Fondo de comercio de consolidación	6	769.611	769.611
Total activos no corrientes		62.636.172	71.323.111
Activos no Corrientes mantenidos para la venta	7	11.097.461	
Existencias	14	30.230.500	32.405.289
Deudores comerciales y otras cuentas a cobrar	12	62.355.172	71.220.572
Clientes por ventas y prestaciones de servicios		49.904.997	57.668.007
Clientes, empresas asociadas		7.753.556	8.725.099
Otros deudores empresas asociadas		574.375	58.150
Deudores varios		1.653.515	2.267.234
Personal		111.692	102.332
Activos por impuestos corriente		1.109.230	1.012.536
Otros créditos con las Administraciones Públicas		1.247.807	1.387.214
Inversiones en empresas del grupo y asociadas a corto plazo	12	598.399	83.450
Otros activos financieros		598.399	83.450
Inversiones financieras a corto plazo		4.433.073	2.249.506
Créditos a empresas	12	13.459	227.194
Otros activos financieros	12	4.419.614	2.022.312
Periodificaciones a corto plazo	15	413.464	465.953
Efectivo y otros activos líquidos equivalentes	16	14.295.728	17.389.812
Total activos corrientes		123.423.797	123.814.582
Total activo		186.059.969	195.137.693

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2010.

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RL11445389
ep4sa

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/1

EPTISA SERVICIOS DE INGENIERIA S.L. Y SOCIEDADES DEPENDIENTES

Balances de Situación Consolidados
31 de diciembre de 2010 y 2009
(Expresados en euros)

<u>Patrimonio Neto y Pasivo</u>	<u>Nota</u>	<u>2010</u>	<u>2009</u>
Fondos propios	17	37.814.915	35.741.726
Capital		31.250.060	31.250.060
Reservas		5.029.680	3.705.478
Instrumentos de patrimonio propio		-	(1.250.000)
Resultado consolidado del ejercicio		1.535.175	2.036.188
Subvenciones, donaciones y legados recibidos	17	1.400.686	1.440.073
Socios Externos	17	3.692.686	2.559.734
Total patrimonio neto		42.908.287	39.741.533
Provisiones a largo plazo	18	1.371.266	2.976.955
Deudas a largo plazo	19	51.429.979	56.447.028
- Deudas con entidades de crédito		47.230.416	53.238.745
Acreedores por arrendamiento financiero		3.067.005	1.413.883
Derivados		529.223	947.251
Otros pasivos financieros		603.335	847.149
Pasivos por impuesto diferido	21	3.864.978	3.537.182
Periodificaciones a largo plazo		-	9.873
Total pasivos no corrientes		56.666.223	62.971.038
Deudas a corto plazo	19	20.775.397	24.304.744
Deudas con entidades de crédito		6.780.425	11.174.744
Acreedores por arrendamiento financiero		1.366.806	1.432.724
Derivados		29.309	12.593
Otros pasivos financieros		12.598.857	11.684.683
Deudas con empresas asociadas a corto plazo	19	5.516.279	4.313.749
Instrumentos financieros		5.315.140	3.186.675
Otras deudas con empresas asociadas		201.139	1.127.074
Acreedores comerciales y otras cuentas a pagar	19	60.183.880	63.682.611
Proveedores		31.696.952	32.152.278
Proveedores, empresas asociadas		92.144	48.373
Acreedores varios		1.972.950	3.397.126
Personal (remuneraciones pendientes de pago)		4.121.621	3.170.430
Pasivos por impuesto corriente		479.291	626.222
Otras deudas con las Administraciones Públicas		5.705.160	6.243.311
Anticipos de clientes		16.115.762	18.044.871
Periodificaciones a corto plazo		9.903	124.018
Total pasivos corrientes		86.485.459	92.425.122
Total patrimonio neto y pasivo		186.059.969	195.137.693

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2010.

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24/01





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EPTISA SERVICIOS DE INGENIERIA, S.L. Y SOCIEDADES DEPENDIENTES

Cuentas de Pérdidas y Ganancias Consolidadas
correspondientes a los ejercicios anuales terminados en 31 de diciembre de 2010 y 2009.
(Expresadas en euros)



	Nota	2010	2009
Importe neto de la cifra de negocios	23 y 24	166.672.453	175.785.757
Prestaciones de servicios		166.672.453	175.785.757
Variación de existencias de productos terminados y en curso de fabricación		(2.637.379)	1.616.372
Trabajos realizados por la empresa para su activo		28.825	-
Aprovisionamientos		(44.605.144)	(50.117.973)
Consumo de mercaderías		(1.011.636)	(4.375.278)
Consumo de materias primas y otras materias consumibles		(8.697.367)	(6.579.214)
Trabajos realizados por otras empresas		(34.895.140)	(39.163.481)
Otros ingresos de explotación		257.056	515.001
Ingresos accesorios y otros de gestión corriente		2.982	324.976
Subvenciones de explotación incorporadas al resultado del ejercicio		254.074	190.025
Gastos de personal		(76.825.072)	(81.752.147)
Sueldos, salarios y asimilados		(60.556.984)	(64.180.821)
Cargas sociales	24	(16.268.088)	(17.571.326)
Otros gastos de explotación		(32.655.660)	(33.243.147)
Servicios exteriores		(31.439.019)	(31.645.606)
Tributos		(652.923)	(919.498)
Pérdidas, deterioro y variación de provisiones por operaciones comerciales	13	(563.718)	(678.043)
Dotación para amortización del inmovilizado	6 y 7	(3.620.179)	(3.877.755)
Imputación de subvenciones de inmovilizado no financiero y otros		46.360	11.590
Exceso de provisiones		-	35.242
Deterioro y resultado por enajenaciones del inmovilizado		(684.089)	(969.736)
Deterioros y pérdidas		(684.089)	(969.736)
Otros resultados		(135.009)	214.425
Ingresos excepcionales		31.538	1.126.692
Gastos excepcionales		(166.547)	(912.267)
Resultado de explotación consolidado		5.842.162	8.217.629
Ingresos financieros		236.771	171.783
De valores negociables y de créditos del activo inmovilizado		236.771	171.783
De terceros		236.771	171.783
Gastos financieros		(3.500.386)	(4.686.548)
Por deudas con terceros y asimilados	23	(3.500.386)	(4.686.548)
Capitalización gastos financieros		-	262.378
Variación de valor razonable en instrumentos financieros		388.720	(452.744)
Cartera de negociación y otros	13 y 19	388.720	(452.744)
Diferencias de cambio		27.638	(142.120)
Diferencias positivas		385.739	289.448
Diferencias negativas		(358.101)	(431.568)
Deterioro y resultado por enajenaciones de instrumentos financieros		(96.799)	(1.202)
Resultados por enajenaciones y otras		(96.799)	(1.202)
Resultado financiero consolidado		(2.944.056)	(4.848.453)
Resultado de participaciones en sociedades puestas en equivalencia	11	(43.062)	(37.656)
Resultado consolidado antes de impuestos		2.855.044	3.331.520
Impuestos sobre beneficios	21	(806.447)	(647.048)
Resultado consolidado del ejercicio procedente de operaciones continuadas		2.048.597	2.684.472
Resultado atribuido a Socios Externos	17	(513.422)	(648.284)
Resultado consolidado del ejercicio		1.535.175	2.036.188

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2010.

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ep4sa
bnc

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/11

EPTISA SERVICIOS DE INGENIERIA, S.L Y SOCIEDADES DEPENDIENTES

Estados de Flujos de Efectivo Consolidados
correspondientes a los ejercicios anuales terminados en 31 de diciembre de 2010 y 2009
(Expresados en euros)

Flujos de efectivo de las actividades de explotación consolidados	2010	2009
Resultado consolidado del ejercicio antes de impuestos	2.855.044	3.331.520
Ajustes del resultado consolidado	7.048.692	10.735.090
Amortización del inmovilizado (+)	3.620.179	3.877.755
Correcciones valorativas por deterioro (+/-)	(5.823)	579.552
Variación de provisiones (+/-)	63.562	1.029.546
Imputación de subvenciones (-)	(300.434)	(201.615)
Resultados por bajas y enajenaciones del inmovilizado (+/-)	684.089	969.736
Resultados por bajas y enajenaciones de instrumentos financieros (+/-)	(291.920)	-
Ingresos financieros (-)	(236.771)	(171.783)
Gastos financieros (+)	3.500.386	4.686.548
Diferencias de cambio (+/-)	(27.638)	142.120
Participación en beneficios de sociedades puestas en equivalencia	43.062	37.656
Otros ingresos y gastos (-/+)	-	(214.425)
Cambios en el capital corriente consolidado	2.021.727	(5.441.482)
Existencias (+/-)	2.174.789	(2.096.157)
Deudores y otras cuentas a cobrar (+/-)	8.301.682	121.654
Otros activos corrientes (+/-)	(2.646.027)	(1.251.570)
Acreedores y otras cuentas a pagar (+/-)	(4.419.397)	(3.120.916)
Otros pasivos corrientes (+/-)	1.088.415	-
Otros activos y pasivos no corrientes (+/-)	(2.477.735)	905.507
Otros flujos de efectivo de las actividades de explotación consolidados	(3.955.269)	(4.396.638)
Cobros de intereses (+)	236.771	171.783
Cobros de dividendos (+)	130.952	26.722
Pagos de intereses (-)	(3.631.338)	(4.713.270)
Pagos (cobros) por impuesto sobre beneficios (-/+)	(691.654)	296.148
Otros pagos (cobros) (-/+)	-	(178.021)
Flujos de efectivo de las actividades de explotación consolidados	7.970.194	4.228.490
Flujos de efectivo de las actividades de inversión consolidados	-	-
Pagos por inversiones (-)	(4.881.818)	(7.584.491)
Inmovilizado intangible	(281.898)	(245.230)
Inmovilizado material	(4.625.846)	(7.308.503)
Otros activos financieros	25.926	(30.758)
Cobros por desinversiones (+)	436.532	4.551.084
Inmovilizado intangible	-	88.994
Inmovilizado material	436.532	4.590.115
Otros activos financieros	-	(128.025)
Flujos de efectivo de las actividades de inversión consolidados	(4.445.286)	(3.033.407)
Flujos de efectivo de las actividades de financiación consolidados	-	-
Cobros y pagos por instrumentos de patrimonio	1.511.047	-
Emisión de instrumentos de patrimonio	1.250.000	-
Subvenciones, donaciones y legados recibidos	261.047	-
Cobros y pagos por instrumentos de pasivo financiero	(8.157.677)	(80.979)
Devolución y amortización de	-	-
Deudas con entidades de crédito (-)	(8.157.677)	(683.966)
Deudas con empresas del grupo y asociadas (-)	-	602.987
Flujos de efectivo de las actividades de financiación consolidados	(6.646.630)	(80.979)
Efecto de las variaciones de los tipos de cambio	27.638	4.854
Aumento/disminución neta del efectivo o equivalentes	(3.094.064)	1.118.958
Efectivo o equivalentes al comienzo del ejercicio	17.389.812	16.270.854
Efectivo o equivalentes al final de ejercicio	14.295.728	17.389.812

La memoria adjunta forma parte integrante de las cuentas anuales consolidadas del ejercicio 2010.

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24/11/10



DILIGENCIA para hacer constar que el presente testimonio lo es de una serie de hojas aisladas de un documento cuyo título y contenido son los que constan en la primera hoja de este testimonio.

Siendo el documento completo EPTISA SERVICIOS DE INGENIERA, S.L. Y SOCIEDADES INDEPENDIENTES. Cuentas Anuales de 2010. Debe tenerse en cuenta de que las hojas aquí testimoniadas son parte del documento relacionado, y quedan extendidas en cuatro folios de papel del Ilustre Colegio de Madrid, serie RI número 3574595 y siguientes en orden correlativo.

Yo LUIS JORQUERA GARCIA, Notario del Ilustre Colegio de Madrid, con residencia en la Capital, DOY FE: de la correspondencia de las hojas testimoniadas con los originales de las mismas que he tenido a la vista.

Madrid, a siete de junio de dos mil once.

Asiento nº 2348



eptisa
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PN


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24a

PK ept/sa

13/1/79

Valid for three months from date of issue

7	8	9	0	1	2	3	4

Date

SHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION

को या उनके आदेश पर Or Order

Or demand pay

Ten Thousand only

सुदो Rupees

₹ 10,000.00

Payable At

SHUBHENDU KRISHNA

SHUBHENDU KRISHNA

Branch Operation Manager

Emp. Code : 42162

Kotak Mahindra Bank Ltd.

Gurgaon, Haryana-122002

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Chief Engineer
S.E.I.D.C. Ltd, Patna



सत्यमेव जयते

भारत में व्यापारिक केन्द्र स्थापित करने के लिए प्रमाण-पत्र

विदेशी कम्पनी पंजीकरण संख्या : F04503

वर्ष : 2013

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स -
EPTISA SERVICIOS DE INGENIERIA S.L.

जोकि मूल रूप में SPAIN

में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 592 के अंतर्गत दिनांक 14-02-2013 को प्रस्तुत किए गए ई-फार्म 44 में अपने व्यापारिक केन्द्र की स्थापना, भारत में 12-12-2012 से करने की अधिसूचना दी है। इस ई-फार्म को पंजीकृत कर लिया गया है।

यह प्रमाण-पत्र आज दिनांक सत्ताईस फरवरी दो हजार तेरह दिल्ली में जारी किया जाता है।

Certificate for Establishment of Place of Business In India

Foreign Company Registration Number : F04503

Year : 2013

I hereby certify that Form No. 44 dated 14-02-2013 filed u/s 592 of the Companies Act, 1956 (No. 1 of 1956) notifying establishment of place of business in India with effect from 12-12-2012 by M/s EPTISA SERVICIOS DE INGENIERIA S.L. a Company originally incorporated in SPAIN has been registered.

Given at Delhi this Twenty Seventh day of February Two Thousand Thirteen.

Validity unknown
Digitally signed by Registrar of Companies
Date: 2013.02.27 14:39:36
GMT+05:30

Registrar of Companies, National Capital Territory of Delhi and Harvana
कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by KRUSHNA SHANKAR PRADHAN, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

Eptisa Servicios De Ingenieria S.L.

608, Level 6, JMD Regent Square,, Mehrauli Gurgaon,,
Gurgaon - 122002,
Haryana, INDIA



epitisa

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24/01



THE SIGNING COMMERCIAL REGISTRAR OF MADRID

I CERTIFY THAT, with the purpose of issuing the certificate requested in the fax, I have examined the Books in this Registry with the following result:

FIRST: That in the entry included in sheet number 3670, folio 30, volume 1137, book 635, section 3 and entered on 11 August 1956, by virtue of the copy of the deed granted in Madrid on 31 January 1956 before the Public Notary Mr. Jose Luis Diez Pastor with number 222, the **Limited Liability Company "ESTUDIOS Y PROYECTOS TECNICOS E INDUSTRIALES SA"** was registered in this Commercial Registry and was incorporated by means of the aforementioned deed. This Corporation HAS BEEN ADAPTED TO THE CURRENT LEGISLATION by virtue of the contents established in Transitory Provision number 2 and Transitory Provision number 3, section 4, of the Consolidated text of the Limited Company Law approved by Royal Decree 1564/1989 of December 22 with the new sheet number M-34.554.

SECOND: That the new sheet includes, amongst others, entry number 308 -the last record on file- and that a true copy is included below:

THIRD: That the following is a true and exact copy of entries 15' and 40, which are the last records included in this Commercial Registry pertaining to the company "**GRUPO EP INGENIERIA Y SERVICIOS INTEGRALES SA**" and which have been entered in folio 18 verso et seqq. of volume 10101, section 8, sheet M-161.302, and that it fulfils the request.

FOURTH: That the following is a true and exact copy of entries 11, 12 and 26, which were carried out in this Commercial Registry and refer to the company "**SAFER INVERSIONES 2007 SL**", currently called "**EPTISA SERVICIOS DE INGENIERIA SL**", and which have been entered in folio 181 et seqq. of volume 25198, section 8, sheet M-439.750, and that it fulfils the request.

FIFTH: And that the sheet does not include any subsequent entries that modify the information for which the certificate is issued and it does not include any entry regarding the Dissolution, Liquidation or Bankruptcy Proceedings of the Company "**EPTISA SERVICIOS DE INGENIERIA SL**" for which the certificate is issued. Thus, it continues showing a **GOOD STANDING** according to the Registry.

In witness whereof, and without any entry in the Record Book regarding any document of the company certified pending registration, I issue this certificate on 21 sheets of paper for notary use only belonging to this Registry with numbers 6543681 to 6543693, both inclusive, and 6543695 al 6543702, both inclusive, and I sign it in Madrid on the second of July of two thousand and twelve.

THE REGISTRAR,

Presented in the Record Book of certifications under entry number 63,493/2012.
Fees according to bill.

eptisa

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/07

Ángel Segado Bernal, Sworn Interpreter of English and Spanish based in C/ Madroños 53-Collado Villalba,

Madrid: I, the undersigned, do HEREBY CERTIFY that the foregoing is a true and complete English

translation of the original Spanish document. 11/07/2012



A handwritten signature or mark, possibly initials, located at the bottom right of the page.

BBVA

JOSÉ MARIA MADRIDEJOS FERNÁNDEZ
NOTARIO
C/ FRANCISCO DE ROJAS, 10 - TEL. 91 447 81 82
FAX 91 447 31 70 - 28010 MADRID

Mr. José Regino Chico Gómez, for and on behalf of BANCO BILBAO VIZCAYA
ARGENTARIA, S.A., in my capacity as Attorney-in-Fact,

CERTIFY

That the company EPTISA SERVICIOS DE INGENIERÍA, S.L. holder of Corporate Tax ID number (CIF) B85097962, with registered address at c/ Emilio Muñoz, 35-37, 28037-MADRID, is a client of this financial institution, has been a loyal client, a trustworthy company having faithfully met its commitment of reimbursement of capital under credit operations, and with good repute and financial fitness to meet its requirements, thus entitled to be an adequate partner of trade relations.

This certificate is issued at the request of the person concerned, to serve and avail when and where required, and under no circumstances is this certificate a guarantee or an offer to guarantee, but merely a commercial reference only, in Madrid, on 1st July 2014.

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

P.F.

Operation 13: $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

epit'sa
S03047946

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24a

DILIGENCIA DE AUTENTIFICACION.- JOSE MARIA MADRIDEJOS
FERNANDEZ. Notario de esta Capital y de su Ilustre Colegio.

DOY FE: Que la presente fotocopia es reproducción exacta del documento original
redactado en inglés -idioma que conozco suficientemente- que se me ha exhibido.

Número 2.281 del Libro Indicador núm. 2.014, Sección B.

En Madrid a once de julio de dos mil catorce.

FE PUBLICA
NOTARIAL



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SELLO DE
LEGITIMACION
LEGALIZACION

CO
NOTARIALES

NIHIL PRIUS FIDE
A091871783

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/07

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

EPTISA SERVICIOS DE INGENIERIA SL



23/05/2007

Permanent Account Number

AADCE1599E

03102012

eptisa

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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LITIGATION HISTORY

A) ARBITRATION CASES

Year	Name of Work	Name & address of client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Awarded Amount (in Rs.)
NOT APPLICABLE					

B) COURT CASES

Year	Name of Work	Name & address of client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Awarded Amount (in Rs.)
NOT APPLICABLE					

We undertake the neither EPTISA or any it's group company have any history of LITIGATION, DEBARRING/EXPELLING OR ABANDONMENT OF WORK BY ANY TENDERER.

For EPTISA Servicios de Ingeniería, S.L.,

Ajit Kumar

eptisa

Ajit Kumar

Country Manager : Business Development

-53-

**TPF(Inc. OF ST)BSEDC PAN-AACCB0540P, SERV.TAX NO-
AACCB0540PST001**

Transaction Acknowledgement	
Thank you. Your payment has been successfully received with the following details.	
Tender	19/2014-15/BSEIDC
Work	4
Description Of Work	PROJECT SUPERVISION AND QUALITY ASSURANCE FOR CONSTRUCTION OF DIFFERENT PROJECTS IN THE STATE OF BIHAR, GROUP NO.- 4
Type of Transaction	TPF(Inc.of ST)BSEDC PAN-AACCB0540P, Serv.Tax No-AACCB0540PST001
Amount (Excl of transaction charges)	Rs 16,854.00
Transaction Number	2000002892
Date	30/08/2014 02:04:55 PM
Mode of Payment	Credit/Debit card
Transaction Status	Successful

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OK

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna