ENGINEERING PROJECTS (INDIA) LIMITED  
(A Govt. of India Enterprise) 

INSTRUCTIONS TO TENDERERS  
(For Works Contracts) 

1.0 MODE OF SUBMISSION 

The Tender is to be submitted in two separate sealed covers marked as under: 

ENVELOPE-1:- 

This ENVELOPE shall contain the following: 

i) Earnest Money Deposit as per clause 2.0 of ‘Instructions to Tenders’ (ITT). 

ii) Letter of Undertaking for un-conditional acceptance of the tender conditions as per proforma given in ITT. 

iii) Pre-Qualification Documents and Credentials as per clause 19.0 of ITT. 

iv) Complete tender documents comprising of Notice Inviting Tender, ITT, General Conditions of Contract, Additional Conditions of Contract, Specifications, Drawings and Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by tenderer. Cutting or over-writing, if any, shall be signed and stamped by the person signing the Tender. All pro-forma forming part of Tender Documents shall be filled in, signed and stamped by the tenderer. 

v) Copy of Power of Attorney/ Partnership Deed, duly attested by Notary Public authorizing the person who signs the Tender. 

vi) Any other information as required to be submitted alongwith the Tender. 

This envelope shall be marked as: 

ENVELOPE-1 : “TECHNO-COMMERCIAL BID “Tender for Civil Work for Construction of Hangars and Allied Facilities for Package-Civil III (Overhaul Complex) in factory (excluding Pre-engineered Building Structure (PEB) at HAL Nashik. 

NIT No. : MBI/CON/681/090 dtd. 20.10.2011 
DUE ON : 04.11.2011 
FROM : 20.10.2011
ENVELOPE - 2:

This ENVELOPE shall contain only the PRICE-BID.

This envelope shall be marked as:

ENVELOPE-2: “PRICE BID” for Tender for Civil Work for Construction of Hangars and Allied Facilities for Package-Civil III (Overhaul Complex) in factory (excluding Pre-engineered Building Structure (PEB) at HAL Nashik.

NIT No. : MBI/CON/681/090 dtd. 20.10.2011

DUE ON : 04.11.2011

FROM : 20.10.2011

Both the envelopes/ packets shall be individually sealed and kept in an outer envelope marked as:

TENDER FOR Civil Works for Civil Work for Construction of Hangars and Allied Facilities for Package-Civil III (Overhaul Complex) in factory (excluding Pre-engineered Building Structure (PEB) at HAL Nashik.

NIT No. : MBI/CON/681/090 dtd. 20.10.2011

DUE ON : 04.11.2011

FROM : 20.10.2011

The outer envelope shall be duly sealed and shall be delivered at place of submission of Tender by the date and time fixed for receipt of Tender as mentioned in “Notice Inviting Tender”. The Tenders received after the date and time of Tender receipt shall not be considered and shall be returned to the tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of Tender at place of receipt of Tender by due date and time fixed for Tender receipt. All the envelopes shall be addressed to the authority who has invited the Tender as mentioned in “Notice Inviting Tender.”

1.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who un-conditionally accept the tender conditions, deposit the required Earnest Money and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and/ or not conveying unconditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.
12 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in/ along with the “Price Bid“/Tender.

1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

2.0 **EARNEST MONEY DEPOSIT**

Earnest Money Deposit of Rs.23,35,000/- required to be submitted alongwith the Tender shall be in the form of Demand Draft payable at Mumbai in favour of Engineering Projects (India) Limited from any Nationalized / Scheduled Bank or in the form of Bank Guarantee from any Nationalized / Scheduled Bank in enclosed format. The EMD Bank Guarantee shall be valid for a minimum period of 150 (One Hundred Fifty) days from last day of submission of Tender. The EMD shall be governed by Clause 7.0 of General Conditions of Contract.

3.0 EPI reserves the right to reject any or all the Tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind themselves to accept the lowest Tender. EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted/ negotiated rates.

4.0 **For Item Rate Tender**

4.1 4.1.1 The tenderers should quote the rates for items tendered by them in figures as well as in words and the amounts in figures only. The amount for each item should be worked out and the requisite totals and page totals given.

4.1.2 All corrections/cuttings should be signed by the tenderer. Each page of the Tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out, the rate quoted shall be taken as correct and not the amount.

4.1.3 Price shall be entered against each item in Bill of Quantities where quantities or LS (lump-sum) has been mentioned. The cost of item against which the Contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by Contractor. No rate is to be quoted against items for which no quantity is given. However, the Contractor has to quote rate against “LS” items.

4.2 **FOR PERCENTAGE RATE TENDERS - DELETED**

5.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.
6.0 The witnesses to the Tender/ Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, status/ occupation with dated signatures.

7.0 The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

8.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

9.0 On acceptance of Tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the Contractor within 07 days of issue date of telegram/letter/telex/fax of intent by EPI.

10.0 The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Contractor from tendering for future works under EPI.

11.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Contractor having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPIL as aforesaid before submission of the Tender or engagement in the Contractor’s +service.

12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in tender documents.

13.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (including Client’s documents) Letter of Intent/ Letter of Work Order, Bill of Quantities, Additional Conditions of Contract, General Conditions of Contract, Specifications, Drawings, etc. The tenderers shall be deemed to have gone through the various conditions and clauses of the Tender and visited the Site and satisfied itself with Site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price/ rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

14.0 The Drawings given with the Tender Documents are TENDER DRAWINGS and indicative only.

15.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.
16.0 Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the 'Tender Documents'.

a) In case of Sole Proprietorship, an Affidavit of Sole Proprietorship and if the Tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

b) In case of Partnership firm, if Tender is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the tender/documents by all the partners authorizing him to sign the tender/documents.

c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

17.0 Tenders with following discrepancies are liable for rejection:-

a) Tenders with over-written or erased rates, percentages, amounts or rates, percentages not written in both figures and words.

b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with inadequate EMD.

c) Tender received after specified date/time whether due to postal or other delays.

d) Tender in respect of which canvassing in any form is resorted to by the tenderer whatsoever.

e) If the tenderer deliberately gives wrong information in his tender or results to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

18.0 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & conditions and specifications of the work to be done and of conditions at which stores, tools, plant, etc. will be issued to him by EPI (if any), local conditions and political situations and other factors having bearing on the execution of the works. No claim of Contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

19.0 Tenderer shall submit the following documents along with their Tenders in the first envelope (Techno-Commercial Bid):-

a) List of works executed during the last 5 years indicating name of the client, value, date of start and completion.

b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
c) Details of similar works executed like Residential/office complex, Infrastructure work, Building & Industrial Complex.

d) Audited balance sheet and profit and loss account alongwith schedules for the last 3 years.

e) Copy of latest income-tax returns filed alongwith PAN.

f) Details of manpower available.

g) Details of equipments, tools and plant available, including Batching Plant.

h) Credentials and completion certificates.

i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed / Affidavit.

j) Copy of Provident Fund Number allotted by PF authorities.

k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

l) Solvency Certificate from Nationalized /Scheduled Bank.

m) Sales Tax Registration and Clearance Certificate.

n) Any other document as stipulated above and in “Tender Documents”

20.0 Tenderer are to quote for the Schedule of Rates for Option ‘A’ (Composite Rate for Labour & Material portion) & option ‘B’ (Separate rates for Labour & material portion). EPI can choose any options while finalizing the order.
PROFORMA FOR BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, Core-3, SCPE Complex, Lodhi Road, New Delhi Pin-110003 (A Government of India accept bank Guarantee of Rs ............... in lieu of EARNEST MONEY DEPOSIT from ................................................................. (hereinafter called the Sub-contractor, which expression shall include its heirs, successors and assignees) in respect of the tender for .................................................................

We, ........................................ bank having its registered/head office at ........................................ (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs............................. on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs............................. without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ................................................................. date ........................................

Unless a demand or claim under this guarantee is made on us in writing on or before ................................................................. date ........................................ , we shall be discharged from all liabilities under this guarantee thereafter.

We the above said bank further agree that EPI shall have full liberty, without our consent and without effecting in any manner our obligation to verify, modify or delete any or the conditions.

We the above said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of EPI in writing.

Date ........................................

NOTE: on a Non-Judicial stamp paper of Rs. 50/-