NOTICE INVITING TENDER

1. Tender for Establishment of Concrete Batching Plant at NIT Calicut including mixing, transporting and supply concrete to the place of concreting of various structures for Construction of Mega Hostel for National Institute of Technology (Phase – II), Calicut

2. Engineering Projects (India) Ltd., invites the sealed item rate tender as per the brief particulars of scope of work in this tender shall include (but not limited to) Establishment of Concrete Batching Plant at NIT Calicut including mixing, transporting and supply concrete to the place of concreting of various structures for Construction of Mega Hostel for National Institute of Technology (Phase – II), Calicut; operation, mixing, production of concrete and transporting concrete near the place of concreting by transit mixers of various structures as and when required by EPI as specified in Price Bid / Bill of Quantities (BOQ) and ‘Technical specifications’ from the eligible and interested bidders who are well experienced in the similar type of works and the details are given below:

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package 4</td>
<td>Establishment of Concrete Batching Plant at NIT Calicut including mixing, transporting and supply concrete to the place of concreting of various structures for Construction of Mega Hostel for National Institute of Technology (Phase – II), Calicut</td>
<td>1,05,00,000/- (Rupees One Crore Five Lakhs Only)</td>
<td>11 months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
<td>2,34,000/- (Rupees Two Lakh Thirty Four Thousand Only)</td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:
   (i) Date & Time for downloading tender documents: From 05.09.2012 to 14.09.2012 upto 05:00 PM
   (ii) Last Date & Time of submission of Tenders: On or before 15.09.2012 – by 03:00 PM
   (iii) Date & Time of opening tender (Techno-Commercial Bid): 15.09.2012 at 03:30 PM

4. Parties who fulfill the following basic qualifying requirements are eligible to participate in the tender. Joint Venture parties are not allowed to participate in this tender.
a) Parties owning fully computerized concrete batching plant of capacity 18 cum per hour and above and having experience in similar type of works are eligible to participate in this tender.

Documentary evidence such as copies of invoices, RC book, etc of owning batching plant and transit mixers are to be submitted by the party.

Similar type of work means establishment of batching plant including mixing, transporting and supply concrete.

b) Should have average annual financial turnover on works amounting atleast 30% of the estimated cost during the immediate last three (3) consecutive financial years ending on 31.03.2012. This should be duly certified by a Chartered Accountant. Provisional Balance sheet duly certified by a Chartered Accountant may be submitted for 2011-12.

c) Should have a valid PAN (Permanent Account Number of Income Tax)

d) It is desirable to have valid PF Registration No. & VAT Registration No. in Kerala. In case, the parties do not have PF Registration No. & VAT Registration No. in Kerala then they will have to give undertaking that they will obtain PF Registration No. & VAT Registration No. in Kerala within one month of award of work or before release of payment against 1st RA Bill.

e) Should have valid VAT Registration number & Service Tax Registration in Kerala.

f) Financial data of the work done for latest last five (5) years has to be submitted by the tenderer. The financial data shall be certified by the Chartered Accountant with his stamp and signature. Last five (5) years means 2011-2012, 2010-2011, 2009-2010, 2008-2009 and 2007-2008.

g) Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if the applicant’s has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

5. The experience certificates issued by Government Organizations / Semi Government Organizations / State Government / Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE shall in general be accepted for assessing the eligibility of the tenderer. Certificates issued by Public Limited Company must be supported by TDS certificates in support of value of work done by the tenderer.

However, this condition may be relaxed at the sole discretion of EPI depending on the response from the bidders for this tender. Accordingly, experience certificates issued by Private parties might be taken into consideration.

6. Copies of the documents such as Letter of Authority / Intent, Work Order, Agreement, etc. to be submitted in support of “Works under Execution” should be issued by the above Authorities only.
7. Completion certificates from the client shall be in the name of the company who is submitting the tender. The party has to produce original documents for the verification as and when demanded. The tender of any tenderer shall be rejected if in the detailed scrutiny, documents submitted along with the tender are found to unsatisfactory / forged. The decision of EPI in this regard shall be final and the binding the tenderer.

8. The party has to produce original documents for the verification at the time of purchase of Tender Documents. Issuance of Tender Documents (if applicable) to any tenderer shall, however, not construe that the tenderer is considered to be qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory / forged.

9. EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process without assigning any reason whatsoever.

10. Tender documents comprising of the following are available on the website of: www.epi.gov.in / www.eprocure.gov.in.

(i) Notice Inviting Tender

(ii) Instruction to Tenderers & General Conditions of Contract, Memorandum, ITT, Form of Tender

(iii) Additional Conditions of Contract,

(iv) Price Bid / Bill of Quantity

11. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 2,34,000/-. This can be either in the form of Cross Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of EMD payable favouring “Engineering Projects (India) Ltd., payable at Chennai. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

12. The Terms & Conditions contained in this NIT and tender documents shall be applicable

13. EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

14. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the www.epi.gov.in / www.eprocure.gov.in. The bidders are required to check EPI’s website regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped.

15. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 (lowest) bidder(s) shall be accepted subject to the confirmation of authentically of the PQ documents.

16. The tenderer is required to submit all the documents duly signed and stamped on each page as token of acceptance.
17. The Tender documents shall be submitted to

The Additional General Manager
Engineering Projects (India) Ltd
3-D, East Coast Chambers
92, G.N. Chetty Road
T.Nagar, Chennai 600 017

Ph.No. 044-28156421, 044-28156886, 044-28157106
Fax No. 044-28156629
ADDENDUM TO INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION

(a) The tenderer is required to submit their offer in 2 (Two) separate sealed envelopes / covers (Envelopes 1 & Envelope 2) as mentioned in the Instruction to Tenderers.

(b) The Envelope – 1 shall also contain the documents meeting the qualifying criteria mentioned in ‘Notice Inviting Tender’ Clause No. 4.0 (a) to 4.0 (f) in addition to Clause No. 1.0 (i) to (vi) given in Page No. (1) of “INSTRUCTIONS TO TENDERERS” and the documents as per clause no. 3 below.

(c) The Envelope -2 shall contain Price Bid / BOQ.

2.0 Clause No. 1.1 of Instruction to Tenderers as given in Page (2) of Instruction to Tenderers stands amended as below:

First the Envelope – 1 of the tenderer shall be opened. Tenderers who un-conditionally accept the tender conditions, deposit the required Earnest Money, who meets the qualifying criteria mentioned in Clause No. 4.0 (a) to 4.0 (f) of NIT, submit tender fees, if applicable 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 un-conditional acceptance of tender conditions and / or not meeting the qualifying criteria or whose Techno – Commercial Bid and PQ Documents are not found acceptable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope – 2.

3.0 Clause No. 19 of Instruction to Tenderers as given in Page (6) of Instruction to Tenderers stands amended as below:

Tenderer shall submit the following documents along with their tenders in Envelope-1 (Techno-Commercial Bid)

a) List of similar works executed during the last 5 years indicating name of the client, value, date of start and completion. (Annexure – C) along with notarized copies of experience certificate.

b) List of works under execution indicating name of the client, value, date of start and completion. (Annexure – D) along with notarized copies of Letter of Authority / Award, Intent, Work Order, Agreement etc.

c) Notarised copies of Audited balance sheet and profit and loss account for the last 3 years.

d) Notarised copies of turnover certificate for last 3 (three) financial years issued by the Chartered Accountant.

e) Copy of latest income-tax returns filed.

f) Details of manpower to be deployed exclusively for this work (Annexure – E).
g) Details of Construction Plants & Equipments, tools and plants to be deployed exclusively for this work (Annexure - F)

h) Credentials and completion certificates.

i) Registration Certificate/Memorandum of Association/Partnership Deed.

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

k) Latest Sales Tax Registration and Clearance Certificate.

l) Contact details (Annexure – G)

m) Documentary evidence such as copies of invoices, RC book, etc of owning batching plant and transit mixers are to be submitted by the party.

n) Any other document as stipulated above and in “Tender Documents’
ADDITIONAL CONDITIONS OF CONTRACT

1. Commencement and Completion of Project: The date of start of contract shall be reckoned from the date of issue of letter / telegram / FAX of Intent and the total work has to be completed in 11 (Eleven) Months.

Establishment and commissioning of concrete batching plant shall be done within 45 (forty five) days from the date of issue of letter / telegram / Fax of Intent.

2. Tender Documents: Following documents shall form the part of contract Documents and the tenderer shall submit these documents along with the other documents mentioned elsewhere in the tender.

   a) Notice inviting the Tender
   b) Instructions to Tenderers.
   c) Letter of Undertaking
   d) Form of Tender
   e) Memorandum
   f) Additional conditions of Contract
   g) Price Bid / Bill of Quantity
   h) All Addendum and Corrigendum
   i) General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in > Tenders > GCC
   j) Conciliation and Arbitration

3. Taxes and Duties:

   All Taxes, Duties including service tax as applicable, VAT, Cess, Levies, Octroi, Entry Tax, Royalties, Works Contract Tax, Turnover Tax, Labour Welfare Cess and other expenses etc. for the “Works” are included in the sub-contract price. The payment of total Works contract Tax, VAT, Turnover Tax, service tax, Labour welfare cess etc. as applicable on the Party’s Contract value along with the registration shall be responsibility of the PARTY and is included in the Sub-Contract price of the PARTY. The relevant and required documents in respect of VAT assessment / service tax assessment for EPI for availing exemption / deductions by EPI are to be submitted along with each RA bill failing which the VAT Tax levied / suffered by EPI is to be borne by the party and will be recovered from the forthcoming bills. The bills are to be submitted in the format required under the respective tax acts indicating input tax.

4. All men, materials except item mentioned in Annexure – B, machinery, tools and plants, infrastructure, resources etc., as required for execution of “Works” shall be provided and arranged by PARTY for their portion of work. The amount / rate quoted in their offer by PARTY to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, levies, royalties, octroi, entry tax, VAT, WCT/TOT, service tax, labour welfare cess etc., all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. PARTY shall comply with all the requirements laid down as per ‘Tender Documents’ as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc. for the work.
Cement, coarse & fine aggregates and admixtures listed in Annexure – B shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the Party free of cost. Maximum permissible excess consumption / wastage limit of cement calculated as per design mix or recommended mix proportion shall be 0.50% (Zero point Five percent) on the theoretical consumption. Excess consumption / wastage of cement beyond the maximum permissible limit shall be recovered at the penal rate which is double the prevailing market rate. Unloading, proper storage of all the materials including cement procured by EPI shall be the responsibility of the Party. **The party shall construct cement godown of suitable capacity near the batching plant.** In case Party fails to take action for unloading or proper storage of material brought to site by EPI, the same shall be arranged by EPI at the risk and cost of Party. In case there is delay in supply of material by EPI, the Party will have no claim on its account.

The reconciliation statement of materials shall be checked by EPI based on the RA Bills / Pre-Final / Final Bill submitted by the party. **Excess consumption / wastage of cement and admixture** shall be recovered at the rates mentioned elsewhere in the contract.

Requisition for issue of material to be submitted to EPI atleast 15 (fifteen) days in advance and the Party shall make close co-ordination with EPI officials in this regard till material is received at site. Non-issuance of material by EPI shall not be the reason for extension of time.

5. Insurance charges for insurance to be taken by EPI for the project as per contract with Client shall be borne by PARTY in proportion to value work. The PARTY shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the PARTY against work done. The PARTY shall assist EPI in follow up with insurance company in case of any claim related to PARTY’s scope of work. EPI is not liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever.

6. In the event of award of “Works”, PARTY shall submit to EPI, Cross Demand Draft or in the form of Bank Guarantee from any Nationalised Bank / Scheduled Bank towards **Security Deposit cum performance guarantee @ 5% (Five Percent Only)** of the contract value of the accepted tender valid upto the **defect liability period** or **Hypothecate the Batching Plant to EPI** within 15 days from the date of LOI failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender. **In case the party Hypothecate the Batching Plant to EPI, amount @ 5% shall be deducted from each RA bill towards Performance Security.**

7. All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the manufacturing units/works for the inspection of materials, equipment etc. under the scope of work of PARTY shall be borne by the PARTY if applicable under the contract between EPI and Client.

8. **Payment** shall be released within **seven (7) working days** from the receipt of bills subject to submission of all the documents.

**Payment shall be made per cum basis as per the quantity measured at site.**
The final bill payment to the PARTY shall be released only after the PARTY submits Sales Tax /VAT clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per statutory requirement.

9. The rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc or any other statutory increase during the entire contract period or extended contract period.

10. Mobilization Advance, if applicable will be paid as per the Memorandum and Terms & Conditions of the Contract.

11. In case PARTY is awarded the “Works” and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of “Works”, as determined by EPI/Client, then EPI shall give 15 days written notice to PARTY to achieve the specified quality and/or to deploy adequate resources to the satisfaction of EPI, for timely completion of “Works”. Upon expiry of the notice period, if PARTY fails to achieve specified quality and/or fails to take action for timely completion of “Works”, then EPI shall have option to withdraw the remaining work partly or in full from PARTY and get the same executed at the risk and cost of the PARTY from alternative agency/agencies besides encashment of the guarantees submitted by the PARTY to EPI. The decision of EPI in this regard shall be final and binding on the PARTY.

12. The PARTY shall post adequate labours and supervisory staff at site for day-to-day operation, maintenance, execution and supervision of its works etc. during the entire duration of the contract including maintenance / defect liability period. The minimum number and level of supervisors and other personnel to be deployed by the PARTY should be as directed by EPI.

13. The PARTY shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages / Compensation for delay, if any imposed /deducted from EPI’s bills by Client due to delay or inability to supply requisite quantum of concrete for which party is solely responsible or delay in establishing batching plant & making it operational by the party which shall be recovered from PARTY’s bills or other dues. Otherwise, Liquidated Damages / Compensation for delay shall in general be governed by the relevant clauses of GCC.

14. The PARTY confirms that it holds EPF Code number, CST-TIN, VAT-TIN/Sales tax on Works contract number, Service tax registration number, PAN (Permanent Account Number of Income Tax) etc. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and Service tax, other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The PARTY shall also be responsible for labour welfare and for arranging labour and other licenses/ permits/ clearances etc. for their portion of work of the project at their own cost. The PARTY shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by PARTY as per statutory requirements and rules and shall be produced by the PARTY on demand if required.
15. The PARTY will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client’s Consultants, all other agencies including Government and Statutory bodies etc. shall be done through EPI only. PARTY shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc. as required by EPI/Client for proper execution and successful completion of the “Works”.

16. Issues related to interpretation and claims, if any, related to PARTY’s scope of work, arising out of contract between EPI and Client shall be referred with full justification by PARTY to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on PARTY. EPI at its option may associate the PARTY in the above process of settlement for PARTY’s portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and PARTY in proportion of PARTY’s offer and EPI’s mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent (90%) of the award/settlement amount shall be shared between EPI and PARTY in proportion of PARTY’s contract price with EPI and EPI's mark up towards its overheads & profits. The balance ten percent (10%) of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if any, shall be borne by PARTY alone and the PARTY shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the PARTY, which are not paid by the Client.

17. Income tax shall be deducted as per the prevailing rate of tax as applicable.

18. The party shall plan and execute the “Work” in his scope of work in such a manner that the other works, connected with the “Works” of the party, but not included in Party’s scope of work do not get affected/delayed.

19. The PARTY shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. **Equipment other than concrete batching plant and transit mixers should either be owned by the PARTY or taken on hire/lease.** The deployment of equipment by PARTY shall be as decided by EPI for execution of “Works” and as per schedule agreed with EPI. The PARTY shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the PARTY fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten (10) percent overheads of EPI and shall recover the same from the due payments of PARTY, including from its bank guarantees available with EPI.

20. PARTY shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. The PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

21. EPI is an ISO-9001 and ISO-14001 Company. The conditions of the ISO as applicable should be followed by the PARTY for implementation & maintaining the established
procedures of EPI for this purpose. Following documents have been provided by EPI to PARTY & PARTY confirms receipt of the same:

a. Quality, Environmental, OH & safety policy
b. Environmental, Objectives & Targets
c. Operational control – Noise
d. Operational control – wastage
e. Operational control – energy
f. Operational control – Deforestation
g. Operational control – Plantation of trees
h. OH & S. management objects & targets

22. The Party shall make necessary safety arrangements at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

23. EPI has agreed to associate PARTY on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of PARTY submitted by PARTY to EPI. In case, at a later stage if it is found that the PARTY has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of PARTY with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate this order solely at its option. In this eventuality the PARTY shall be liable for the losses suffered by EPI and further PARTY shall have no claim on EPI, whatsoever.

24. The “Parties” shall make efforts to settle disputes, if any, amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on the “Parties”. Arbitration will be according to “Conciliation & Arbitration” clause of GCC. (Enclosed in Annexure–A)

25. All the plant & machineries required for execution of the work are in the scope of the party and the same are to be mobilized at site immediately. All machineries such as batching plant with all components, transit mixers, supply of fuel, consumption of electricity, area illumination where batching plant is established, etc. is included in the scope of the party.

26. The bid should be submitted in original documents as issued by EPI or as downloaded from the website www.epi.gov.in or www.eprocure.gov.in. No alteration or correction should be made under any circumstances in the bid documents issued by EPI or as downloaded from the website.

27. If there are any provisions / conditions in these Additional Conditions of Contract, which are at variance with the provisions / conditions of General Conditions of Contract of EPI / Client or mentioned elsewhere in the tender, the provisions / conditions in this Additional Conditions of Contract shall take precedence.

28. The Party shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Structure / Building. No claim shall be entertained due to work being executed in the above circumstances.

29. No idle charge shall be payable to the party.
30. The party shall be responsible for production of concrete in specified proportion of each material as per the approved design mix or other mix recommended by EPI. Indent for production of concrete shall be handed over to the plant operation by EPI.

31. Design mix of the concrete shall be done by EPI.

32. The plant & machineries to be supplied for the subject tender shall not be used for work of other party.

33. Electrical connection shall be provided at one point and the party shall arrange and install all distribution cabling / wiring / pipe line, etc. Electricity shall be metered at the point of supply by Employer and shall be provided to the party on chargeable basis. The party shall install and maintain the same in good order for entire duration of work.

   The party shall install generator of suitable capacity as standby arrangement for uninterrupted power supply to run the plant and machineries.

34. Water shall be arranged by the party.

35. The party shall at his own cost provide manpower for filling cubes and arrangement for curing and to carry out test of concrete as per tender specifications.

36. Party shall produce printed batch report for total quantum of concrete supplied.

37. It is desirable to have valid PF Registration No. & VAT Registration No. in Karntaka. In case, the parties do not have PF Registration No. & VAT Registration No. in Kerala then they will have to give undertaking that they will obtain PF Registration No. & VAT Registration No. in Kerala within one month of award of work or before release of payment against 1st RA Bill.
CONCILIATION AND ARBITRATION

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part-III of the Arbitration and Conciliation Act,1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

2. If the arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

3. It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

4. The arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceeding.

5. The work under the contract shall continue, if required, during the arbitration proceedings.

6. The arbitrator shall make speaking Award and give reasons for his decisions in respect of each dispute/claim along with the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to them.

7. The award of the arbitrator shall be final, conclusive and binding on both the parties.
8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.

Note: Notwithstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained D.O. No. DPE/4(10)/2001-PMA-GL1 dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.
ANNEXURE - B

ENGINEERING PROJECTS (INDIA) LIMITED
(A Government of India Enterprise)

Sub: List and recovery rate of material to be issued by EPI

Establishment of Concrete Batching Plant inside IIS C Campus, Bangalore including mixing, transporting and supply concrete to the place of concreting of various structures for Construction of New Chemical Sciences at IISC Campus, Bangalore.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Recovery Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cement</td>
<td>MT</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Coarse aggregate</td>
<td>Cum</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Fine aggregate</td>
<td>Cum</td>
<td>Shall be issued free of cost</td>
</tr>
<tr>
<td>4.</td>
<td>Admixtures</td>
<td>Kg / Litres</td>
<td></td>
</tr>
</tbody>
</table>

Notes:

(i) **Maximum permissible excess consumption / wastage limit of cement calculated as per design mix or recommended mix proportion shall be 0.50% (Zero point Five percent) on the theoretical consumption. Excess consumption / wastage of cement beyond the maximum permissible limit shall be recovered at the penal rate which is double the prevailing market rate.**

(ii) **Excess consumption / wastage of admixtures** if any shall be recovered at double the prevailing market rate.
LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

(TO BE TYPED ON LETTER HEAD)

To

The Additional General Manager
Engineering Projects (India) Ltd.
3-D, East Coast Chambers
92, G.N. Chetty Road
T.Nagar, Chennai 600 017

REF. : Tender for : (Name of the Work as mentioned in NIT)

NIT No ...............................  Dt.

Sir,

UNDEARTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of clause 1.2 and 1.3 of (GCC) the Tender Documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our 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.

3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Date:
To

The Additional General Manager
Engineering Projects (India) Ltd.
3-D, East Coast Chambers
92, G.N. Chetty Road
T.Nagar, Chennai 600 017

REF. : Tender for : (Name of the Work as mentioned in NIT)

NIT No ……………………………… Dt.

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Price Bid / Bill of Quantities quoted by me / us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.
5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.

6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the __________________________ day of _______________________________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : ____________________________________________

OCCUPATION _________________________________________

ADDRESS  _______________________________________

____________________________________

SEAL OF TENDERER
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

REF. : Tender for Establishment of Concrete Batching Plant at NIT Calicut including mixing, transporting and supply concrete to the place of concreting of various structures for Construction of Mega Hostel for National Institute of Technology (Phase – II), Calicut

NIT No. : ………………………… dt. ………………….

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Establishment of Concrete Batching Plant at NIT Calicut including mixing, transporting and supply concrete to the place of concreting of various structures for Construction of Mega Hostel for National Institute of Technology (Phase – II), Calicut</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>NIT, Calicut</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 2,34,000/- (Rupees Two Lakhs Thirty Four Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs.1,05,00,000/- (Rupees One Crore Five Lakhs Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>11 months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>10% (Ten Percent Only) of Contract value on submission of non-revocable and unconditional Bank Guarantee</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>SBI PLR Plus (+) 2% (two percent only) per annum</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>Recovery of mobilization advance as per GCC Clause no. 8</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Price Bid / BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>xii</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5% (Five Percent only) of the contract value of the accepted tender in the form of Crossed Demand Draft or in the form of Bank Guarantee from a Nationalized Bank / Scheduled Bank valid upto the defect liability period or the party has to Hypothecate the Batching Plant to EPI within 15 days from the date of issue of letter / fax / telegram of Intent of tender. In case party Hypothecate the Batching Plant to EPI, amount @ 5% shall be deducted from each RA bill towards Performance Security.</td>
<td></td>
</tr>
<tr>
<td>xiii</td>
<td>Retention Money</td>
<td>10.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5% of the gross amount of each running account bill will be deducted.</td>
<td></td>
</tr>
<tr>
<td>xiv</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
<td></td>
</tr>
<tr>
<td>xv</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>03 (Three) months from the date of taking over of works.</td>
<td></td>
</tr>
<tr>
<td>xvi</td>
<td>Arbitration</td>
<td>76</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Arbitration shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, Chennai</td>
<td></td>
</tr>
<tr>
<td>xvii</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Courts in Chennai</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):**

__________________________________________

**OCCUPATION**

__________________________________________

**ADDRESS**

__________________________________________

__________________________________________

**SEAL OF TENDERER**
FORMAT
**ANNEXURE - C**

Work: (Name of the Work as mentioned in NIT)

NIT No:………………………..dt …………………

**LIST OF WORKS SIMILAR WORKS EXECUTED DURING THE LAST 5 YEARS**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of the work</th>
<th>Name of Employer / Client</th>
<th>Value of Contract (Rs in Crores)</th>
<th>Date of Start</th>
<th>Stipulated Date of Completion</th>
<th>Actual Date of Completion</th>
<th>Reasons for delay in completion, if any</th>
<th>Whether LD / Penalty has been imposed by Employer / Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note: LD - Liquidated Damage**
ANNEXURE - D

Work: (Name of the Work as mentioned in NIT)

NIT No.: ……………………….dtd…………………….

**LIST OF WORKS UNDER EXECUTION**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Contract No. &amp; Date</th>
<th>Name and Address of Employer / client</th>
<th>Value of contract (Rs. In Crores)</th>
<th>Value of work completed (Rs. in Crores)</th>
<th>Stipulated period of completion</th>
<th>Anticipated date of completion</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Government of India Enterprise)  

ANNEXURE - E  

Work: (Name of the work as mentioned in NIT)  
NIT No: ...........................dtd..............................  

DETAILS OF MAN POWER TO BE DEPLOYED FOR THE WORK  

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Position</th>
<th>Name</th>
<th>Qualification</th>
<th>Year of Experience (General)</th>
<th>Years of experience in the proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Work: (Name of the work as mentioned in NIT)

NIT No: ……………………….dtd…………………………

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE DEPLOY FOR THE WORK

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Equipment</th>
<th>Nos.</th>
<th>Capacity or type</th>
<th>Age</th>
<th>Condition</th>
<th>Presently owned</th>
<th>Leased</th>
<th>To be purchased</th>
<th>Current location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Concrete batching plant</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>2</td>
<td>Concrete pump</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Concrete transit mixer</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Loader</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Any other plant / equipment</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE -G

CONTACT DETAILS

1. Name of the tenderer: 

2. Name of the contact person: 

3. Details of the person who signed this tender documents
   Name: 
   Designation: 

4. Postal address for communication: 

5. E-mail address: 

6. Office phone numbers: 

7. Fax numbers: 