NOTICE INVITING TENDER

1. Tender for Electrical works for “Construction of Hostel Building and dining block including drainage, retaining wall and internal roads near Kunnumanglam (Kozhikode) in Kerala”

2. Engineering Projects (India) Ltd., invites the sealed percentage rate tenders as per the brief particulars of scope of work in this tender shall include (but not limited to) Construction of building, and related electrical works as specified in Bill of Quantities (BOQ) and Technical specifications’ from the eligible and interested bidders who are well experienced in the field of Civil Engineering Construction 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 6</td>
<td>Electrical works for “Construction of Hostel Building and dining block including drainage, retaining wall and internal roads near Kunnumanglam (Kozhikode) in Kerala”</td>
<td>1,05,26,322/- (Rupees One Crore Five Lakhs Twenty Six Thousand Three Hundred and Twenty Two Only)</td>
<td>15 (Fifteen) Months</td>
<td>2,10,530/- (Rupees Two Lakhs Ten Thousand Five Hundred and Thirty Only)</td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:

   (i) Date & Time for sale of tender documents: From 22.02.2013 to 01.03.2013 upto 01:00 PM

   (ii) Last Date & Time of submission of Tenders: On or before 01.03.2013 – by .02:00 PM

   (iii) Date & Time of opening tender (Techno-Commercial Bid): 01.03.2013 at 03:00 PM

4. Contractors who fulfill the following basic qualifying requirements are eligible to participate in the tender.

Signature of Bidder with seal

Page 1 of 27

EPI

NIT, Calicut Electrical
a) Contractor should have executed **similar works** during the last 5 years ending 31.03.2012 as given below:

One (01) similar completed work valuing at least 80% of the estimated cost put to tender.

**OR**

Two (02) similar completed works valuing at least 50% of the estimated cost put to tender

**OR**

Three (03) similar completed works valuing at least 40% of the estimated cost put to tender.

**Similar works means Electrical works**

b) The Tenderer should have experience working with CPWD and furnish copies of the same.

c) Should have average annual financial turnover on works amounting at least 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.

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

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

f) Should have valid Service tax Registration number.

g) 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**.

Eventhough 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 Tenderer should adhere to Kerala Electricity Act.

6. The successful Tenderer should be required to prepare the electrical drawings on the basis of drawings issued by EPI/CPWD and get them approved from the concerned authorities of KSEB (Kerala Municipal Building Regulations).
7. **Joint Ventures parties are not allowed to participate in this tender.**

8. 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 only 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.

9. 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.

10. Completion certificates from the client shall be in the name of the company who is submitting the tender. The contractor 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.

11. The contractor has to produce **original documents for the verification at the time of purchase of Tender Documents.** Issuance of Tender Documents 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.

12. 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.

13. 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) General Conditions of CPWD – 2010
   (v) Client Document
   (vi) Price Bid / Bill of Quantity
14. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs.2,10,530/-. 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.

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

16. 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-invited the tender at its sole discretion.

17. 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.

18. 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 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents.

19. 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 Envelope – 1 shall also contain the documents meeting the qualifying criteria mentioned in ‘Notice Inviting Tender’ Clause No. 4.0 (a) to 4.0 (g) and Clause No. 11 in addition to Clause No. 1.0 (i) to (vi) given in Page No. (1) of “INSTRUCTIONS TO TENDERERS”.

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 unconditionally accept the tender conditions, deposit the required Earnest Money, who meets the qualifying criteria mentioned in Clause No. 4.0 (a) to 4.0 (g) of NIT, submit tender fees as defined above in Clause 1.0 (b) 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 works executed during the last 5 years indicating name of the client, value, date of start and completion. (Annexure – B) 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 – C) along with notarized copies of Letter of Authority / Award, Intent, Work Order, Agreement etc.

c) Details of similar works executed during last 5 years (Annexure – D) along with notarized copies of certificate

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

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

f) Copy of latest income-tax returns filed.

g) Credentials and completion certificates.
h) Registration Certificate/Memorandum of Association/Partnership Deed.

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

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

k) Latest Solvency certificate from Nationalized / Scheduled Bank

l) Latest VAT Registration and Clearance Certificate

m) Contact details (Annexure – E)

n) Any other document as stipulated above and in “Tender Documents’
LETTER OF UNDERTAKING  
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)  
(TO BE TYPED ON LETTER HEAD)

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

REF. : Tender for Electrical works for “Construction of Hostel Building and dining block including drainage, retaining wall and internal roads near Kunnumanglam (Kozhikode) in Kerala

NIT No. : SRO/MKT/TH/177 dt. 22.02.2013

Sir,

UNDERTAKING 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:

(Signature of Bidder with seal)
FORM OF TENDER
(TO BE TYPED ON LETTER HEAD)

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

REF. : Tender for Electrical works for “Construction of Hostel Building and dining block including drainage, retaining wall and internal roads near Kunnumanglam (Kozhikode) in Kerala

NIT No. : SRO/MKT/TH/177 dt. 22.02.2013

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 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 _______________________________
**MEMORANDUM**  
*(ENCLOSURE TO FORM OF TENDER)*

**REF. :** Tender for Electrical works for “Construction of Hostel Building and dining block including drainage, retaining wall and internal roads near Kunnumanglam (Kozhikode) in Kerala”

**NIT No. :** SRO/MKT/TH/177 dt. 22.02.2013

<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>Electrical works for “Construction of Hostel Building and dining block including drainage, retaining wall and internal roads near Kunnumanglam (Kozhikode) in Kerala”</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>CPWD, Payyanur</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. 2,10,530/- (Rupees Two Lakhs Ten Thousand Five Hundred and Thirty Only).</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 1,05,26,322/- (Rupees One Crore Five Lakhs Twenty Six Thousand Three Hundred and Twenty Two Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>15 (Fifteen) Months</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>10% of Contract Value with Bank interest, against irrevocable Bank Guarantee. Mobilisation advance will be released in two or more installments as per clause 10 of CPWD-2010</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>-</td>
<td>As per the Interest rate mentioned in GCC – CPWD-2010 Plus (+) 2% (Two percent only)</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Value</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>-</td>
<td>As per GCC – CPWD-2010</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>-</td>
<td>As mentioned in the BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>-</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>-</td>
<td>6.5% (Six point five Percent only) of Contract value in the form of Bank Guarantee from any Nationalised Bank within 15 days from the date of issue of letter / fax / telegram of Intent of tender. Otherwise EMD will be forfeited and LOI will stand cancelled.</td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% (Five Percent Only) of the gross amount of each running bill will be deducted. EMD deposited by the successful bidder shall be adjusted towards retention money</td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</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>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>24 (Twenty four) months from the date of taking over of works or as per client’s NIT whichever is later.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>76</td>
<td>Arbitration shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, Chennai</td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts in Chennai</td>
</tr>
</tbody>
</table>

**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):** ____________________________________________

**OCCUPATION** ________________________________________________________

**ADDRESS** ___________________________________________________________

**SEAL OF TENDERER**

Signature of Bidder with seal
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 of Tender and the total work has to be completed in 15 (Fifteen) Months.

2. Tender Documents: Following documents shall form the part of contract Documents
   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) General Conditions of Contract – CPWD 2010,
   h) Client Document
   i) BOQ
   j) General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in >Tenders > GCC

3. Taxes and Duties:
   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 contractor 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, machinery, tools and plants, infra-structure, 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 project.
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 amended 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, Bank Guarantees from a Nationalised Bank / Scheduled Bank towards Security Deposit cum performance guarantee @ 6.5% of the contract value of the accepted tender within 15 days from the date of LOI as per the EPI format enclosed and BG shall be valid upto the defect liability period i.e 24 (Twenty Four) months from the date of taking over the project with claim period of 6 months failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender.

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. Payments as and when received by EPI from the Client for PARTY’s portion of work shall be released to PARTY within seven working days of its receipt by EPI including mobilization advance etc. if any, and after deducting other recoveries. Secured advance if provided as per terms of the contract of EPI with client and if paid by the Client, shall also be paid to the PARTY within seven working days of its receipt from Client without any deduction towards EPI’s markup. Recovery / Adjustment of the Mobilization advance and secured advance shall be as per the terms of EPI’s contract with the client.

The final bill payment to the PARTY shall be released only after receipt of corresponding payment from client and when PARTY submits Sales Tax /VAT clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.

The party shall have no claim on EPI in case the payments are delayed by the client due to any reason whatsoever.

9. Escalation, if any, payable under the main contract with Client for PARTY’s portion of work shall be released to PARTY by EPI proportionately as and when paid by the Client be passed on to the contractor proportionate basis. Otherwise, the prices of PARTY shall be firm and fixed till the completion, handing over, Defect liability period, etc. of the contract. Payment of all extra / substituted / variation items etc. related to PARTY’s scope of work admitted and paid by Client, if any, shall also be made by EPI to PARTY proportionately. Any claim by PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.
10. Mobilization Advance, Mobilization advance up to maximum of amount as mentioned in the “Memorandum” to the “Form of Tender” shall be paid to the Contractor on submission of non-revocable and unconditional Bank Guarantee of an equivalent amount in case of interest free Mobilization Advance or for an amount equal to 110% of the Mobilization Advance in case of interest bearing Mobilisation advance.

11. The PARTY shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work related to PARTY’s portion of work, the same shall be binding on PARTY and the PARTY has to execute the same at rates paid by the Client less EPI’s markup.

12. In case the project execution is delayed beyond the contractual scheduled completion period due to reason attributable to the party, the staff and site office expenses of EPI for extended period shall be paid by the PARTY to EPI at the rate of Rs. 50,000/- (Rupees Fifty Thousand only) per month. This shall be in addition to the facilities provided by the PARTY to EPI and the Liquidated Damages/ Compensation for delay/ Penalties etc. if any, levied by Client. The decision of EPI in this regard shall be final & binding on the party.

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 shall be recovered from PARTY’s bills or other dues.

14. 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 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 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.

15. 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.
16. 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.

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

18. 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.

19. 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 these Additional Conditions of Contract shall take precedence.

20. The contractor 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.
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 him.

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

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

NIT No.: _______________ dtd. __________

**LIST OF 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>
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*Note: LD - Liquidated Damage*
**ANNEXURE - C**

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>
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<tbody>
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</table>
Work: (Name of the Work as mentioned in NIT)

NIT No.: _____________ dtd. ___________

**SIMILAR WORKS EXECUTED DURING 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>
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</table>

**Note: LD - Liquidated Damage**
ANNEXURE – E

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: _____________________________________________________________
PROFORMA OF SCHEDULES

This document shall be read in conjunction with the General Conditions of Contract 2010 of Central Public Works Department.

Schedule ‘A’ Schedule of quantities  … As per BOQ

Schedule ‘B’ Schedule of materials to be issued to the Contractor  … NIL

Schedule ‘C’ Tools and plants to be hired to the contractor  … NIL

Schedule ‘D’ Extra schedule for specific requirements / documents for the work…. Nil

Schedule ‘E’

Reference to General Conditions of Contract

Name of Work: Electrical works for “Construction of Hostel Building and dining block including drainage, retaining wall and internal roads near Kunnumanglam (Kozhikode) in Kerala”

Estimated Cost of Work: Rs. 1,05,26,322/- (Rupees One Crore Five Lakhs Twenty Six Thousand Three Hundred and Twenty Two Only)

(i) Earnest Money: Rs. 2,10,530/- (Rupees Two Lakhs Ten Thousand Five Hundred and Thirty Only)

(ii) Performance Guarantee: As per NIT

(iii) Security Deposit: As per NIT

Schedule ‘F’

Office Inviting Tender:

The Addl. General Manager,
Engineering Projects (India) Ltd.,
3-D, East Coast Chambers,
92, G.N. Chetty Road,
T.Nagar, Chennai – 600 017.
Phone No. 044-28156421 / 281568 / 28157106
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 .....See below

Definitions: 2(v) Engineer in-Charge to be notified later

2(viii) Accepting Authority ..... EPI/CPWD

2(x) Percentage on cost of materials and Labour to cover all overheads and profit ..... 7%

2 (xi) Standard Schedule of Rates ..... 2007 SR Part I internal and MR

2(xii) Department ..... EPI/CPWD

9(ii) Standard CPWD Contract Form GCC 2010, CPWD Form 8 modified & corrected General Conditions of Contract 2010

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of Issue of Letter of Acceptance ..... 15 (Fifteen) days

(ii) Maximum allowable extension beyond the period provided in (i) above ..... NIL

Clause 2

Authority for fixing compensation under clause 2 ..... EPI/CPWD

Clause 2A

Whether Clause 2A shall be applicable ..... Yes

Clause 5

Number of days from the date of issue of Letter of Acceptance for reckoning date of start ..... NIL
Time allowed for execution of work: …..15 (Fifteen) months

Authority to decide:

(iii) Extension of time ….. EPI/CPWD
(iv) Rescheduling of mile stones ….. Not allowed

Clause 6, 6A

Clauses applicable – (6 or 6A) …….. 6A

Clause 7

Gross work to be done together with net payment / adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment, ….. Rs. 300 Lakhs

Clause 10A

List of testing equipment to be provided by the contractor at site lab ….. Not Applicable

Clause 10B(ii)

Whether clause 10B(ii) shall be applicable ….. As per memorandum

Clause 10C

Component of labour expressed as percent of value of work ….. 25%
Clause 10CA

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Material covered under this clause</th>
<th>Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed</th>
<th>Base price of all materials covered under Clause 10CA*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Not Applicable</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>Not Applicable</td>
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<td></td>
</tr>
</tbody>
</table>

* Base price of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT

Clause 11

Specifications to be followed for execution of work: 2005 Part – I internal 1994 part II external additional condition and specification

Clause 12

12.2 & 12.3 – Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work: …100%

12.5 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work ……100%

Clause 16

Competent Authority for deciding Reduced rates ……… EPI / CPWD

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site. ……..Nil
**Clause 36 (i)**

Requirement of Technical Representative(s) and recovery rate

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Minimum qualification of Technical representative</th>
<th>Discipline</th>
<th>Designation (Principal Technical Representative)</th>
<th>Minimum Experience</th>
<th>Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager with degree in corresponding discipline of Engineer</td>
<td>E &amp; M</td>
<td>Principal Technical Representative</td>
<td>10 Years</td>
<td>1 No. Rs. 20000/- Rupees Twenty Thousand Only</td>
</tr>
<tr>
<td>2.</td>
<td>Graduate Engineer or Diploma Engineer</td>
<td>E &amp; M</td>
<td>Technical Representative</td>
<td>5 years</td>
<td>1 No. Rs. 15000/- Rupees Fifteen Thousand Only</td>
</tr>
</tbody>
</table>

Assistant Engineer retired from Government services that are holding Diploma will be treated at par with Graduate Engineer.

**Clause 42**

(i) (a) Schedule / Statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2007 printed by CPWD – Not Applicable

(ii) Variations permissible on theoretical quantity

(a) Cement

For works with estimated cost put to tender not more than Rs. 5 lakh .... Not Applicable

For works with estimated cost put to tender more than Rs. 5 lakhs ....Not Applicable

(b) Bitumen all works

.... NIL

(c) Steel reinforcement and structural steel sections

for each diameter, section and category ....Not Applicable

(d) All other materials

.... NIL
RECOVER RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of item</th>
<th>Rates in figures and words at which recovery shall be made from the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Excess beyond permissible variation</td>
</tr>
<tr>
<td>1.</td>
<td>Not Applicable</td>
<td>-</td>
</tr>
</tbody>
</table>
