NOTICE INVITING TENDER

1. Tender for the Construction of G+7 RCC Framed Structure Tenements buildings including Internal Water Supply and Sanitary in Chennai near Perumbakkam Phase- II (Package – 5C) Reach – V

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 RCC framed structure and related earth work, masonry work, water supply, sanitary, etc. as specified in Priced 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 – 5C</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></td>
<td>Construction of G+7 RCC Framed Structure Tenements buildings including Internal Water Supply and Sanitary in Chennai near Perumbakkam Phase- II (Package – 5C) Reach – V</td>
<td>3,63,91,979/- (Rupees Three Cores Sixty Three Lakhs Ninety One Thousand Nine Hundred and Seventy Nine Only)</td>
<td>15 months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
<td>7,27,840/- (Rupees Seven Lakhs Twenty Seven Thousand Eight Hundred and Forty Only)</td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:

   (i) Date & Time for downloading tender documents: From 26.02.2013 to 06.03.2013 upto 10:00 AM

   (ii) Last Date & Time of submission of Tenders: On or before 06.03.2013 – by 11:00 PM

   (iii) Date & Time of opening tender (Techno-Commercial Bid): 06.03.2013 at 12:00 Noon
4. Contractors who fulfill the following basic qualifying requirements are eligible to participate in the tender.
   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 Construction of buildings.**

   b) 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.

   c) The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

   \[
   \text{Bidding Capacity} = (A \times N \times 2) - B
   \]

   Where,

   A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress

   N = Number of years prescribed for completion of work for which bids have been invited

   B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited

   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 VAT & 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. Joint Venture parties are not allowed to participate in this tender.

6. 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 and private party shall be accepted for assessing the eligibility of the tenderer. Certificates issued by Public Limited Company & private party must be supported by TDS certificates / Turnover Certificate from Chartered Accountant in support of value of work done by the tenderer.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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, Form of Tender, Letter of Undertaking

   (iii) Additional Conditions of Contract, Client documents and Drawings

   (iv) Price Bid / Priced Bill of Quantity
12. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 7,27,840/-. 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.

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

14. 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.

15. 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.

16. 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) bidders shall be accepted subject to the confirmation of authenticly of the PQ documents.

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

18. The Tender documents shall be submitted to

The Addl. 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 (Envelope 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 (g) 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 / Bill of Quantity

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 (g) 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 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) Details of similar works executed during last 5 years (Annexure – E) 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) Details of manpower to be deployed exclusively for this work (Annexure – F).

h) Details of Plants & Equipments, tools and plants to be deployed exclusively for this work (Annexure - G)

i) Credentials and completion certificates.

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

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

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

m) Latest Solvency certificate from Nationalized / Scheduled Bank

n) Latest VAT Registration and Clearance Certificate.

o) Contact details (Annexure – H)

p) 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 – 15 (Fifteen) Months in accordance with table of milestone as given below:

<table>
<thead>
<tr>
<th>Period after date of Commencement</th>
<th>Percentage of work completed (Based on contract lump-sum amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st month</td>
<td>25%</td>
</tr>
<tr>
<td>2nd month</td>
<td>30%</td>
</tr>
<tr>
<td>3rd month</td>
<td>35%</td>
</tr>
<tr>
<td>4th month</td>
<td>40%</td>
</tr>
<tr>
<td>5th month</td>
<td>45%</td>
</tr>
<tr>
<td>6th month</td>
<td>50%</td>
</tr>
<tr>
<td>7th month</td>
<td>55%</td>
</tr>
<tr>
<td>8th month</td>
<td>65%</td>
</tr>
<tr>
<td>9th month</td>
<td>70%</td>
</tr>
<tr>
<td>10th month</td>
<td>75%</td>
</tr>
<tr>
<td>11th month</td>
<td>80%</td>
</tr>
<tr>
<td>12th month</td>
<td>85%</td>
</tr>
<tr>
<td>13th month</td>
<td>90%</td>
</tr>
<tr>
<td>14th month</td>
<td>95%</td>
</tr>
<tr>
<td>15th month</td>
<td>100%</td>
</tr>
</tbody>
</table>

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) Addendum to Instructions to Tenderers.
   c) Letter of Undertaking
   d) Form of Tender
   e) Memorandum
   f) Additional conditions of Contract
   g) Client Tender Documents & Drawings in 1 (one) volume
   h) Priced BOQ
   i) Summary of Cost
   j) All Addendum and Corrigendum
   k) Instruction to Tenderers and General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in >Tenders > GCC
4. 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.

5. All men, materials except item mentioned in Annexure – A, 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.

Cement and reinforcement steel shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor and the actual cost of material (total quantity) shall be recovered from the next RA Bills of contractor. Permissible wastage / excess consumption of cement and reinforcement steel calculated as per CPWD specification shall be recovered at actual cost / rates of procurement by EPI and any wastage beyond this permissible limit shall be recovered at double the market rates. Unloading, proper storage of all the materials procured by EPI shall be the responsibility of the contractor. In case contractor 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 contractor. In case there is delay in supply of material by EPI, the contractor will have no claim on its account. In case of non-supply of materials by EPI due to any reason, the party may be permitted to procure the materials with the prior written approval from EPI without any claim on EPI.

The contractor shall submit RA Bills / Pre-Final / Final Bill along with the reconciliation statement of materials and no payment shall be released to the contractor in absence of such documents. Excess consumption shall be recovered at the rates mentioned elsewhere in the contract.

Consumption of materials shall be calculated as per the provision of contract / specification / standards and the contractor shall solely be responsible for any additional or less consumption of materials. In case material is consumed less than that calculated as per the coefficient of consumption as per the contract / relevant specification / CPWD Norms, the contractor shall identify the portion of work / whole work where material consumed is less than that specified above and dismantle such work and redo the same at his own cost.
In case contractor fails to identify the work where material has been consumed less than that specified in the contract / relevant specification / CPWD Norms, EPI/Client shall take decision to identify the portion of work / whole work and it shall be the binding on the contractor to dismantle and redo the work as identified by EPI/Client. Failure on the part of contractor to take action in this regard, EPI/Client shall take action to dismantle such work and redo the same at the risk and cost of contractor.

Requisition for issue of material to be submitted to EPI atleast 15 (fifteen) days in advance and the contractor 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.

Empty cement bags shall be returned by the contractor to EPI on monthly basis for reconciliation. In case cement bags are not returned by the Contractor, recoveries shall be made @ Rs.2/- (Rupees Two only) per bag from the RA bills of contractor for the quantity not returned by them.

6 In the event of award of “Works”, PARTY shall submit to EPI, Cross Demand Draft from a Nationalised Bank / Scheduled Bank towards Security Deposit cum performance guarantee @ 2% (Two Percent Only) of the contract value of the accepted tender within 15 days from the date of LOI shall be valid upto the defect liability period failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender.

7. 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.

8. 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. The base date for release of such escalation payment shall be the last date of submission / extended date of submission of tender. 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.

9. 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.
10. 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.

11. 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.

12. 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. Otherwise, Liquidated Damages / Compensation for delay shall in general be governed by the relevant clauses of GCC.

13. 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.

14. 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.

15. 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.

16. The contractor shall make necessary safety arrangements at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.
17. All the plant & machineries required for execution of the project are in the scope of the party and the same are to be mobilized at site immediately.

18. Supply & erection of project sign board at site office as per Annexure – B is in the scope of the party.

19. 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.

20. 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.

21. The rate quoted by the party is inclusive of constructing temporary approach road to site, fencing, etc. as required for completion of work.

22. 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.
ANNEXURE - A

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

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

Construction of G+7 RCC Framed Structure Tenements buildings including Internal Water Supply and Sanitary in Chennai near Perumbakkam Phase- II (Package – 5C) Reach – V

<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 (IS 8112)</td>
<td>MT</td>
<td>As per actual FOR site (unloading &amp; storing of material in the scope of contractor)</td>
</tr>
<tr>
<td>2.</td>
<td>Reinforcement Steel (IS1786)</td>
<td>MT</td>
<td>-do-</td>
</tr>
</tbody>
</table>

Notes:

(i) Permissible wastage / excess consumption of cement and reinforcement steel calculated as per CPWD specification shall be recovered at actual cost / rates of procurement by EPI and any wastage beyond this permissible limit shall be recovered at double the market rates.

(ii) Cement and steel shall not be issued by EPI for supply items such as precast Jali, door / window frames, window/ ventilator grill, SFRC fencing grill, precast terrazzo tiles or other tiles, interlocking pavers

(iii) White cement, if any required for the work such as flooring, etc shall not be issued by EPI.
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 : (Name of the Work as mentioned in NIT)

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

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 : (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.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
Date:
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

REF. : Construction of G+7 RCC Framed Structure Tenements buildings including Internal Water Supply and Sanitary in Chennai near Perumbakkam Phase- II (Package – 5C) Reach – V


<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Clause No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>TNSCB, Chennai</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 7,27,840/- (Rupees Seven Lakhs Twenty Seven Thousand Eight Hundred and Forty Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 3,63,91,979/- (Rupees Three Cores Sixty Three Lakhs Ninety One Thousand Nine Hundred and Seventy Nine Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>15 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 Priced BOQ</td>
</tr>
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<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9</td>
<td>2% (Two Percent only) of the contract value of the accepted tender in the form of Crossed Demand Draft from a Nationalised Bank / Scheduled Bank within 15 days from the date of issue of letter / fax / telegram of Intent of tender.</td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% of the gross amount of each running bill will be deducted</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</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>

FORMAT
ANNEXURE -C

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

NIT No:……………………..dt ………………

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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</tbody>
</table>

Note: LD - Liquidated Damage
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>
</table>
Work: (Name of the work as mentioned in NIT)

NIT No: ..........................dt.................

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>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Note: LD - Liquidated Damage
ENGINNEERING PROJECTS (INDIA) LIMITED
(A Government of India Enterprise)

ANNEXURE -F

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

DETAILS OF MAN POWER AVAILABLE

<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>
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</tbody>
</table>

Note: Above list shall contain the details of site incharge, site engineers, safety officer, planning engineer, site supervisors, quality control engineer, etc. to be deployed exclusively for this job.
DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED FOR CARRYING OUT THE WORK

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Equipment</th>
<th>Nos.</th>
<th>Equipment information</th>
<th>Ownership status</th>
<th>Current location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Capacity or type</td>
<td>Age</td>
<td>Condition</td>
<td>Presently owned</td>
</tr>
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</tbody>
</table>
### 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:**
   
Signature of Bidder with Seal