Notice Inviting Tender

Engineering Projects (India) Ltd. invites sealed tenders for **Construction of GO’s Mess with suites/ SO’s Mess & Dormitory Block/120 Mens Barrack & Recreational centre/ Admin. Block/ Quarter Guard/ Store Block/ M.I. Room/ M.T. Garrage & Workshop/ Bintype Magazine/ Boundary wall/ Entrance Gateway & Dormitory block & Side gateway, External Development & Bulk Services of the Raising 29th Battalion for ITBP, Jabalpur (M.P.).**

EPI’s Empanelled Contractors in Work Classification CW (a) and Monetary Category registered under U3 (from ₹20 Crore to ₹50 Crores) & above are eligible to participate in this tender. Non empanelled Contractors are also eligible to participate in case they are fulfilling the criteria of registration for above mentioned work. Classification & monetary categories, the details of which are available on the website [www.epi.gov.in](http://www.epi.gov.in) under heading “Empanelment of Contractors”.

Such non Empanelled Contractors have to get themselves empanelled with EPI by fulfilling the requirement of empanelment before placement of LOI/Work order.

The interested tenderers can collect the complete set of tender documents from General Manager, Engineering Projects (India) Ltd., 302, Classic Avenue, D.No.6-3-790/7, Ameerpet, Hyderabad – 500 016, Ph: 23414412/13 from 9:00 am to 4:00 pm on all working days upto one day prior to last date/extended date of submission of the tender on non refundable payment of Rs.4000/- (Rupees Four thousand only) by Demand draft /Pay order from a Nationalised/ Scheduled Bank favouring “Engineering Projects (I) Ltd.”, payable at Hyderabad.

**The last date of submission of tender is 29-04-2013 upto to 4:00 PM.**

**Date & Time of Opening of Tender Techno Commercial Bid is 30-04-2013 at 3:00 PM**

(Parties are also requested to attend the opening of tender at the above mentioned address and opening of price bid shall be informed to parties after opening of the tender formalities are over)

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. The information of extension/cancellation, if any, shall be given on the EPI’s website [www.epi.gov.in](http://www.epi.gov.in). The intending Tenderers are requested to visit the EPI’s website regularly for this purpose.
INSTRUCTIONS TO TENDERERS

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, Hyderabad as per details given below.

The tender is for **Construction of GO’s Mess with suites/ SO’s Mess & Dormitory Block/120 Mens Barrack & Recreational centre/ Admin. Block/ Quarter Guard/ Store Block/ M.I. Room/ M.T. Garage & Workshop/ Bintype Magazine/ Boundary wall/ Entrance Gateway & Dormitory block & Side gateway, External Development & Bulk Services of the Raising 29th Battalion for ITBP, Jabalpur (M.P.).**

2. The tenderer is required to sign each page of ‘Tender Documents’ and return the complete ‘Tender Documents’ duly signed and stamped on each page.

3. Tenders shall be submitted in sealed envelope marked “**Construction of Buildings for ITBP, JABALPUR**” at the following address by Registered Post or through messenger:

   General Manager
   Engineering Projects (India) Ltd.,
   Flat No.302, Classic Avenue
   D.No. 6-3-790/7, Ameerpet,
   Hyderabad – 500 016
   Ph: 23414412/13

   Last date & time of submission of tender : 29-04-2013 upto 4 P.M
   Date & Time of opening of Tender Techno Commercial Bid : 30-04-2013 at 3 P.M.
   (Parties are requested to attend opening of tender at address given above and opening of price bid shall be informed to parties after opening of the tender formalities are over)

4. The tenderer is required to submit their offer in 2 separate sealed and super scribed envelopes indicating the following:-

   **1st Envelope (Techno-Commercial Bid)**

   The tenderers are requested to furnish the documents required for pre-qualification if any in this envelope.

   In this envelope the tenderer should also keep the EMD, complete ‘Tender Documents’ duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

   **2nd Envelope (Price Bid)**

   The form of Price Bid duly filled in with the rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscribing ”Price Bid”. No terms and conditions or deviations if any or any other thing should be kept in this envelope.

   The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para. – 3.
The sealed price-bid of such tenderers who are found suitable & acceptable on scrutiny of documents furnished by them in first envelope shall only be opened. The tenders of all such parties, who are not found suitable, shall not be considered and their earnest money deposit will be returned. The decision of EPI in this regard shall be final & binding on the party.

5. The Contractor should quote the rate in the enclosed format in % (Percentage) at Par, above or below only on estimated rate as mentioned in the BOQ.

6. EPI reserves the right to postpone the tender submission date and issue required amendment, if any. The tender shall be opened in the presence of bidders who chose to present themselves at the notified time and place. Selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.

7. The tenderers are required to deposit Earnest Money Deposit (EMD) of an amount of ₹46,00,000/-.

   a) The EMD shall be in the form of crossed Demand Draft drawn in favour of EPI Ltd., New Delhi or a Bank Guarantee from a Nationalized Bank/Scheduled Bank in the prescribed enclosed Performa initially valid for 90 days from the due date of submission of tender. Tenders not accompanied with EMD are liable to be rejected. The Bank Guarantee will be sent for confirmation to the Regional office / Corporate Office of the Bank.

   EMD must be submitted in 1st envelope superscribed as “Techno-Commercial”. Tenderer must not keep Earnest Money with price Bid in the 2nd Envelope.

8. EMD deposited shall be returned to the unsuccessful tenderer after decision has been taken by EPI on the tenders received.

9. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board. Resolution executed as under shall accompany the ‘Tender Documents’.

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

   b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

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

10. The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.

11. Tenders with following discrepancies are liable for rejections;

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

   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without/inadequate EMD.
c) Tender received after specified date/time whether due to postal or other delays.

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

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

12. No deviation shall be allowed from the terms and conditions stipulated in the 'Tender Documents' and tender containing deviations are liable to be rejected. If any Deviation is inescapable, the same must be specified in a separate 'Deviation Sheet' and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these 'Tender Documents'. EPI does not bind itself to accept any or all deviations. EPI reserves its right to reject such tenders without any further correspondence with the tenderer and their price bid shall not be opened.

13. EPI reserves the right to split the work. Even after opening of tenders EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.

14. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

15. These 'Instructions to Tenderers' shall form part of the 'Tender documents'.

16. In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees as specified in 'Tender Documents' within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.

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

18. The tenderer must carefully inspect and examine the site and its surrounding and completely satisfy himself before submitting tender as to the nature of the ground, form and the nature of the site, overground or underground utilities or services which may hinder the progress, means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information to risks, contingencies and other circumstances which may influence or effect the tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and also of the conditions and specifications.

19. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.
20. EPI reserves the right to reject any or all tenders or annul this process at any stage without assigning any reasons thereof and EPI does not bind itself to accept the lowest tender. The tenderer shall have no claim on EPI on this account whatsoever.

21. In case the tender cannot be submitted by any tenderer for any reasons the complete set of ‘Tender Documents’ in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.

22. The sub-contract shall be governed by the Indian Laws for the time being in force.

23. Jurisdiction: All disputes shall be subject to New Delhi Courts alone.

24. Tenderer shall submit the following documents along with their tenders in the first envelope (Techno-Commercial Bid)

   a) List of works executed during the last 5 years indicating name of the client, value, date of start and completion.
   
   b) List of works under execution indicating name of the client, value, date of start and completion.
   
   c) Details of similar works executed.
   
   d) Audited balance sheet and profit and loss account for the last 3 years.
   
   e) Copy of latest income-tax returns filed.
   
   f) Details of manpower available.
   
   g) Details of equipments, tools and plant available.
   
   h) Credentials and completion certificates.
   
   i) Registration Certificate/Memorandum of Association/Partnership Deed.
   
   j) Copy of Provident Fund Number allotted by PF authorities.
   
   k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
   
   l) Solvency certificate from Bank.
   
   m) Sales Tax Registration and Clearance Certificate.
   
   n) Any other document as stipulated above and in “Tender Documents”

Seal and signature of the tenderer
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

To

The General Manager
Engineering Projects (India) Ltd.,
Flat No.302, Classic Avenue
D.No. 6-3-790/7, Ameerpet,
Hyderabad – 500 016

NIT No.SRO/MKT/TH/195 dtd. 10-04-2013

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 Tenderer(s) 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:
FORM OF TENDER

To

The General Manager
Engineering Projects (India) Ltd.,
Flat No.302, Classic Avenue
D.No. 6-3-790/7, Ameerpet,
Hyderabad – 500 016

REF. : Tender for Construction of Buildings for ITBP, JABALPUR

NIT No.SRO/MKT/TH/195 dtd. 10-04-2013

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 ______________________________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : _________________________________________

OCCUPATION _________________________________________

ADDRESS  _______________________________________

______________________________________

SEAL OF TENDERER
**ANNEXURE-II**

**MEMORANDUM**

(ENCLOSURE TO FORM OF TENDER)


NIT No.SRO/MKT/TH/195 dtd. 10-04-2013

<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>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>ITBP</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Works Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>₹ 46 Lakhs (Rupees Forty six lacs Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>₹ 36.0 Crores (Rupees Thirty six crores Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of Work</td>
<td>NIT</td>
<td>Total work to be completed in 24 (TWENTY FOUR) months in accordance with the time schedule of completion of work in the Tender Documents.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>10% of Contract Value</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>-</td>
<td>12%</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>-</td>
<td>Shall be recovered from each running bill @ 15% of gross amount of monthly RA bill once the bill amount crosses 10% of the contract value.</td>
</tr>
</tbody>
</table>
x) Schedule of Rates Applicable - Civil Works

xi) Validity of Tender - 90 (Ninety) days

xii) Security Deposit cum Performance Guarantee - 2.5% (Two point Five Percent only) of Contract value including EMD within 10 days from the date of issue of letter / fax / telegram of Intent of acceptance of Tender in the form of Bank Guarantee. The BG shall be kept valid upto the end of Defect Liability period. Otherwise EMD will be forfeited & LOI will stand cancelled.

xiii) Retention Money 10.0 7.5% of Gross amount in each RA Bill

xiv) Time allowed for starting the work 43.0 The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Intent of acceptance of Tender.

xv) Defect Liability Period 74.0 12 (Twelve) Months from the date of taking over of works.

xvi) Arbitration 76 Arabitation shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, New Delhi

xvii) Jurisdiction 76.3 Courts in New Delhi

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): _________________________________________

OCCUPATION: _________________________________________

ADDRESS: _________________________________________

SEAL OF TENDERER