TENDER DOCUMENT

TENDER No.: NRO/CON/588/601

FOR

CLEAN ROOM INFRASTRUCTURE WORKS AT NATIONAL PHYSICAL LABORATORY, PUSA CAMPUS, NEW DELHI

VOLUME – IIA

NOTICE INVITING TENDER & ADDITIONAL CONDITIONS OF CONTRACT

Project Management Consultant
ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, Scope Complex, 7, Institutional Area,
Lodhi Road, New Delhi-110003
TEL NO: 011-24361666 Extn: 2210, 24365516 FAX NO. 011-24368293
ENGINEERING PROJECTS (INDIA) LTD.  
(A Govt. of India Enterprise)  

NOTICE INVITING TENDER

Tender for Clean Room Infrastructure works at  
National Physical Laboratory, Pusa, New Delhi

NRO/CON/ 588/601                                                         Date: 06.05.2013

Engineering Projects (India) Ltd. invites the sealed Item Rate Tender on behalf of National Physical Laboratory from Construction agencies for the following work.

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Period of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Clean Room Infrastructure works at National Physical Laboratory, Pusa, New Delhi</td>
<td>Rs 4.20 Cr.</td>
<td>5 Months (Five Months)</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall include (but not limited to) Supply, Installation, Testing and Commissioning of Wet Benches for Clean Room, Gas cabinets, Toxic and Hazardous Gas piping/tubing, Gas detection system, Gas scrubber, DI/RO water, ETP etc at NPL, Pusa Campus, New Delhi as specified in Technical specifications/BOQ elsewhere.

The detailed scope of work is given in the tender document.

Time schedule of tender activities

I. Date & Time of sale of Tender Documents: From 06.05.2013 to 21.05.2013  
11.00 am to 04.00 pm

II. Last Date & Time of submission of Tenders 22.05.2013 by 02.00 pm

III. Date & Time of Opening Envelope-1 22.05.2013 at 2:30 pm
1.0 Contractors who fulfill the following qualifying criteria shall be eligible to apply. The Joint Ventures are not accepted.

a) Experience of having successfully completed works during the last 7 years ending 31.12.2012

i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

OR

Two similar completed works costing not less than the amount equal to 50% of the estimated cost put to tender.

OR

One similar completed works of aggregate cost not less than the amount equal to 80% of the estimated cost put to tender

The “similar works” shall Clean Room Infrastructure works such as Toxic and Hazardous Gas Piping (such as Silane, Phosphine, Ammonia, Hydrogen etc.) distribution and handling system, Gas Scrubber system, Gas detection system, and DI/RO water system etc.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

The cost of free issue of materials shall not be included in the completion cost of works.

b) Should have average annual financial turnover amounting at least 30% of the estimated cost during the immediate last three consecutive financial years ending 31.03.2012. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

c) Should not have incurred loss for more than two years during the immediate last five consecutive financial years, ending 31.03.2012, duly certified by the Chartered Accountant.

d) Should have a solvency of 40% of estimated cost issued by his bankers. The certificate should be issued after 01.04.2013

e) Should have a valid PAN (Permanent Account Number of Income Tax).
f) Tenderers have to confirm whether they are registered under MSME Act or not, if so, relevant copy of the registration letter is to be attached in Envelope-1

Tender documents comprising of the following are available on the website of EPI:

- Notice Inviting Tender (NIT)
- Instructions To Tenderers and General Conditions of Contract (GCC)-Vol 1
- Addendum to the INSTRUCTIONS TO TENDERERS.
- Additional conditions of Contract – (Vol IIA)
- Technical Specifications - (Vol IIB) & Drawings No. NI-588(2)/M/001 (01 Sheet)
- Price Bid-(Vol III)

2.0

a) The complete tender documents are available on EPI website i.e. www.epi.gov.in & CPP Portal i.e. www.eprocure.gov.in and the same can be downloaded by the intending bidders directly from these websites. The tender fees of Rs.5000.00 (Rupees Five Thousand only) (Non-Refundable) by the crossed Demand Draft favoring Engineering Projects (India) Ltd.”, payable at Delhi shall be submitted by the bidder along with their bid in Envelope-1.

b) Alternatively tender documents can also be purchased from the General Manager, MMD, Northern Regional Office, Engineering Projects (India) Ltd, Core-3 SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 from 11.00 AM to 04.00 PM on all working days (Monday to Friday) except public holidays, on request of letter along with the tender fees of Rs.5000.00(Rupees Five Thousand only)(Non-Refundable) by crossed Demand Draft favoring “Engineering Projects (India) Ltd.”, payable at Delhi and relevant experience certificates and other documents duly attested as mentioned at Para above. 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.

EPI reserves the right to get all the submissions verified from the issuing authority. In case of non confirmation of the same or if the same are found forged, the tender shall be rejected.
All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs 8,40,000.00 (Rupees Eight Lakhs Forty Thousand only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favoring “Engineering Projects (India) Ltd.”, payable at Delhi or in the form of Original Bank Guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa given in GCC, favoring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (One Hundred Fifty Days) from the last day of submission of tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

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

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 tender at its sole discretion. The corrigendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.epi.gov.in only. The intending tenderers are requested to visit EPI’s website regularly for this purpose.

The tender documents shall be issued by and submitted to:

General Manager, MMD
ENGINEERING PROJECTS (INDIA) LTD.
Northern Regional Office,
2nd Floor ,Core-3, Scope Complex,
7 Institutional Area, Lodhi Road,
New Delhi-110003

TEL NO. 011-24361666 Extn:2210, 24365516 (Direct)
FAX NO, 011-24368293
E mail: nrommd@epi.gov.in
ADDENDUM TO “INSTRUCTIONS TO TENDERER”

1.0 MODE OF SUBMISSION

(a) The Envelope-1 shall also contain the documents meeting the eligibility criteria mentioned in “Notice Inviting Tender” Clause No. 1.0 (a) to (e) in addition to Clause No.1.0 (i) to (vi) given in Page No.(1) of “INSTRUCTIONS TO TENDERERS”, unpriced BOQ(duly signed and stamped)

(b) The tenderer who download the tender documents directly from EPI’s website shall submit tender fees of Rs.5000.00 (Rupees Five Thousand only) (Non-Refundable) by Crossed Demand Draft favoring “Engineering Projects (India) Ltd.”, payable at Delhi along with their bid in Envelope-1.

2.0 CLAUSE NO.1.1 OF INSTRUCTIONS TO TENDERERS. as given in Page (2) of INSTRUCTIONS 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 eligibility criteria mentioned in clause no. 1.0 (a) to (e) of NIT, 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/Tender fee and / or not conveying unconditional acceptance of tender conditions and / or not meeting the eligibility 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(j) OF INSTRUCTIONS TO TENDERERS STANDS DELETED.

All other provisions of “Instructions to Tenderer” shall be remain unchanged.
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

National Physical Laboratory intended to install Utility services for Clean Room.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The scope of work included in this tender shall include (but not limited to) Preparation of General Arrangement drawing of equipments and Process and Instrumentation diagram, Supply, Installation, Testing and Commissioning of Wet Benches, tubing for gases and General Nitrogen in different labs, Gas Scrubber, Gas detection system, Gas cabinets, DI/RO water system and ETP etc for Clean Room at National Physical Laboratory (NPL), Pusa Campus, New Delhi. The work shall commence only after approval of drawings by EPI/NPL.

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out in Cl 19.0 of ITT (Vol-I) & NIT (Vol. II A) of the Tender. The tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of tenderers who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the tenderers.

5.0 DISQUALIFICATION

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc.
in their on going / past projects. Such information may be gathered by EPI from any available resource/source. They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

If the tenderers attempt to influence any member of the committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the tenderers.

EPI also reserves the right to get all the submissions verified from the issuing authority. In case of non confirmation of the same or if the same are found forged, the tender shall be rejected.

6.0 CLAUSE NO.69.1 (IV) OF GCC STANDS MODIFIED AS UNDER:

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

7.0 THE CLAUSE NO.72.1 OF GCC SHALL BE REPLACED AS UNDER:

The Contractor shall ensure adequate progress during the execution of work according to the detailed Bar Chart / PERT chart so that the activities are completed in the period allowed in the completion schedule as given at S. No. 22.0 of Additional Conditions of Contract (ACC).

However, the Contractor shall also maintain monthly progress strictly in accordance with bar chart and / or detailed time schedule that will be worked out on the basis of completion schedule for various stages mentioned at Sl. No.22.0 of ACC. If the Contractor fails to maintain the above progress or to complete the work and clear the site on or before the contract or extended date
of completion, he shall without prejudice to any other right or remedy of the EPI on account of such breach, pay as agreed compensation and not as penalty at the rate of one percent (1%) of tendered amount per every week of delay of the value of the work shown above if there is delay for a particular stage or the entire value of contract if the whole of the work is delayed.

The total amount of compensation payable by the Contractor for delay in stage-wise completion or completion of the whole work shall not exceed 10% of the total contract value as awarded.

8.0 **CLAUSE NO. 72.4.1 OF GCC STANDS MODIFIED AS UNDER:**

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (milestones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the time deadlines of the completion period and / or milestones of time and progress chart provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work.

In case entire work is completed within the total time period of completion or extended period of completion allowed, the compensation for delay due to not achieving progress at intermediates stage, if any, shall be refunded without any interest charges.

9.0 **ARBITRATION:**

9.1 **Clause no. 76.1 alongwith note**

Deleted - There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned in the Clause No. 76.2 below:-
9.2 **Clause no.76.2** ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES

i) In the event of any dispute or difference relating to the 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 Government Department and another one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4/(10)/2001-PMA-GL-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

10.0 **CLAUSE NO.76.3, STANDS MODIFIED AS UNDER :**

**JURISDICTION :**

The courts in Delhi/ New Delhi alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other courts.

11.0 **INSURANCE UNDER WORKMEN COMPENSATION ACT**

The clause ‘18.0’ at page 22 of General Conditions of Contract (GCC shall be replaced and read as under.

Contractor is required to take insurance cover under the workmen compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by EPI the contractor shall produce the policy or the policies of Insurance and the receipt of payment of current premium. In the event of an accident, any workmen employed by the contractor for execution of the works, suffers an injury or death and is to be compensated under the provisions sub-section (1) of section 12, of the workmen’s Compensation Act, 1923 by the contractor and if the contractor fails to compensate, the EPI / NPL shall be entitled to recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of the EPI / NPL under section 12, sub-section (2), of the said Act.

EPI / NPL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor.
whether under this contract or otherwise. EPI / NPL shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except security for all cost for which EPI / NPL might become liable in consequence of contesting such claim.

12.0 INDEMNITY AGAINST PATENT RIGHTS

The following Para shall be added to clause No. 20.0 of General Conditions of Contract as under:

The Indemnity against Patent rights shall be in the Joint Name of NPL and EPI.

13.0 INSURANCE OF WORKS

The Insurance coverage where ever stipulated in General Conditions of Contract (GCC) shall be in the combined name of NPL, EPI and the Contractor for a period of 12 months after Successful completion / handing over of work. The Insurance coverage shall be on the total value of work awarded to contractor by EPI.

14.0 CLAUSE NO.35.0 OF GCC(SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS) STANDS DELETED.

15.0 LAW GOVERNING THE CONTRACT

The following para shall be added to Clause No. 24.0 of General Conditions of Contract as under:

The laws applicable to the contract shall be the laws in force in India. The courts of competent civil jurisdiction at New Delhi shall have exclusive jurisdiction for this contract.

16.0 CONSTRUCTION POWER AND WATER SUPPLY:

The construction power and water shall be arranged by the contractor. However, depending upon the availability construction power and water, the same shall be made available to the contractor on chargeable basis at one point and further distribution shall be in his scope.

17.0 INSPECTION OF DRAWING/LAYOUT:

Before filling in the Tender, the Tenderer shall check up all Drawing/Layout and Schedule of Quantities, and get an immediate clarification from the EPI on any point that he feels is vague or uncertain. No claim, damages or compensation will be entertained on this account.
Figured dimensions are in all cases to be followed and in no case should they be scaled. Large scale details take precedence over small scale drawings, in case of the discrepancy, the Contractor is to ask for an explanation before proceeding with the work.

The successful tenderer on receiving the Letter of Intent shall furnish GA Drawing, within the time schedule mentioned elsewhere.

18.0 Payment Terms

Subject to deduction which EPI might be entitled to make under the contract, the contractor shall receive payment of contract value as follows:

**Stage-I**

5% of the contract value shall be paid on the fulfillment of the following conditions

a) Signing of the agreement.

b) Submission of Security Deposit cum Performance Guarantee as per Clause No.9 of GCC

c) Submission of GA drawing, P&ID, Data sheets of Equipments.

**Stage-II**

60% of the contract value prorata (item wise) shall be paid on receipt of material at site and acceptance by EPI.

**Stage-III**

25% of the contract value prorata (item wise) shall be paid on successful completion of erection/ installation of the Equipments/Materials.

**Stage-IV**

10% of contract value shall be paid on commissioning / energizing, load run and successful completion of total 15 days period (not necessarily continuous), and handing over on the basis of Certificate to be issued by the Engineer-in-Charge and final approval of installation and handing over of all the equipments.

19.0 For Dispatch of materials to Site, the Contractor shall mark consignee as self A/c NPL through EPI.
20.0 ROAD PERMIT:

Road permit/Tax Forms for transportation of goods across state border shall not be issued by NPL / EPI and will have to be arranged by contractor on his own. Transit Insurance of the equipment shall be arranged by the contractor. Nothing extra shall be paid on this account.

21.0 Invoice should be raised by Contractor in the name of EPI, NPL Site ,New Delhi with copy to EPI, NRO.

22.0 COMPLETION SCHEDULE

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Period from the date of Start</th>
<th>Description of work to be completed during the period specified under column no. 2 (Milestone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>From the date of start of end of 1st month</td>
<td>Submission of GA drawing/Layout and P&amp;ID, Data sheet of all material/equipments.</td>
</tr>
<tr>
<td>2</td>
<td>From the end of first month upto the end of IVth month</td>
<td>Supply and Installation of Equipments at site.</td>
</tr>
<tr>
<td>3</td>
<td>From the start of IIIrd month upto the end of Vth month</td>
<td>Testing &amp; commissioning of System</td>
</tr>
</tbody>
</table>

23.0 The contractor shall comply with legal orders and by laws of other local bodies. The contractor shall give to the Municipality, Police, Local Bodies and concerned Governmental authorities all necessary notices relating to works that may be required under the law and obtain all requisite licenses, permissions for temporary obstructions, enclosures, collection and stacking of materials, etc. The contractor shall pay at his own cost all fees, taxes and charges that may be leviable on account of these operations in executing the contract. Nothing extra shall be paid by EPI on this account.

The contractor shall be bound to follow the instructions and restrictions imposed by the administration / Police authorities on the working and / or movement of labour, materials etc. nothing extra shall be payable due to less / restricted working hours at site or any detours in movement of vehicles.
24.0 **GUARANTEE**

The contractor shall guarantee that the materials and workmanship of the equipments installed by him, under these specifications shall be new and first class in every respect. He will make good any defect within 24 hours, which may develop within 12 months from the date of handing over of the installation after testing and commissioning without any extra cost to EPI / NPL.

25.0 **PERMITS AND INSPECTIONS**

The contractor shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for inspection and tests etc. as required at his own cost.

26.0 The contractor shall give performance tests of the entire installation(s) as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

27.0 **TEST CERTIFICATE/OPERATION AND MAINTENANCE MANUALS**

All manufacturer's certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate from as well as standard shall be supplied free of cost to NPL / EPI. Operation and Maintenance Manuals (minimum 4 sets) for all major Equipments to be provided by Original Equipment Manufacturers(OEM).

**INSPECTION, TESTING AND ACCEPTANCE:**

28.0 **INITIAL INSPECTION AT MANUFACTURER’S WORK:**

The Contractor shall submit the Inspection and Test Plan for all the materials/equipments to be procured as per BOQ for approval from EPI. The contractor shall furnish such facilities as will be necessary for inspection of the material before dispatch at his or his associate's/OEM works and also for witnessing such tests as per technical specifications.. The contractor shall give minimum 3 days notice regarding the dates proposed for inspections. The contractor shall submit list of test on components of Equipments, which shall be carried out at manufacturer's premises at the cost of contractor.

29.0 **RUNNING-IN-PERIOD:**

After satisfactory final inspection as stated the contractor shall demonstrate the trouble free running of the installation for a period of not less than 15 days before NPL takes over.
Power Supply of 3 phase, 415 Volts, 50 Hz, AC shall be provided at one point for group testing & commissioning of complete System after erection is completed. However, the contractor shall make his own arrangements for power required during construction, fabrication, erection & trial run etc.

30.0 AFTER SALES SERVICES:

Contractor shall ensure adequate and prompt after sales services in the form of maintenance personnel and spares as and when required. Particular attention shall be paid to ensure that spares are easily available during the normal course of life after installation.

The contractor shall have arrangement to provide onsite service at NPL, New Delhi.

31.0 FACILITY TO BE DECIDED:

The sub-clause 28.3 of the clause no. 28 of General Conditions of Contract (GCC) for Furnished Office Accommodation & Mobility and Communication to be provided by Contractor to EPI is not applicable in this contract.

32.0 The tenderers shall make necessary safety arrangement at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

33.0 EPI reserves the right to terminate the Contract in full or part at any time after award of work if NPL withdraws such work from EPI and no compensation shall be payable on that account to the Contractor.

34.0 The EMD shall be valid for minimum period of 150 (One Hundred Fifty) days from the last day of submission of tenders. The other provisions of clause no. 7.0 of GCC shall remain unchanged.

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

REF. : CLEAN ROOM INFRASTRUCTURE WORKS AT NATIONAL PHYSICAL LABORATORY, PUSA CAMPUS, NEW DELHI

NIT No. : NIT No. : NRO/CON/588/601

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of work</td>
<td></td>
<td>Clean Room Infrastructure works at National Physical Laboratory(NPL), Pusa Campus, New Delhi.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner/Client / Employer</td>
<td></td>
<td>National Physical Laboratory, New Delhi</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs 8,40,000.00</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs 4,20,00,000.00</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Total work to be completed in 5 <strong>months (Five Months)</strong> in accordance with the time schedule of completion of work.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization advance</td>
<td>8.0</td>
<td>Nil</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest rate on Mobilization advance</td>
<td>8.0</td>
<td>N/A</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installment for recovery of mobilization advance</td>
<td>8.0</td>
<td>N/A</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of rate applicable</td>
<td>69.0</td>
<td>N/A</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>150 days</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>5.00% (Five Percent only) of contract value within 10 days from the date of issue of letter of intent (LOI) by EPI.</td>
</tr>
</tbody>
</table>

Signature of Contractor

EPI
### Instructions to Tenderers

#### Engineering Projects (India) Limited

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Clause Number</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5.00% (Five percent only) of the contract amount, which shall be deducted in the manner set out in this contract.</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 10 days from the date of issue of Letter of Intent by EPI.</td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>12 (Twelve) Months from the date of taking over of works.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>76</td>
<td>Amended</td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts in <strong>DELHI / NEW DELHI</strong></td>
</tr>
</tbody>
</table>

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**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):**

**OCCUPATION:**

**ADDRESS:**

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**SEAL OF TENDERER**