1. Tender for Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

2. Engineering Projects (India) Ltd., invites the sealed item 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, shuttering, concreting, reinforcement work and related works as specified in Bill of Quantities (BOQ) and Technical specifications’ from the eligible and interested bidders who are well experienced in the similar type of works and the details are given below:

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package – 3A</td>
<td>Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 &amp; 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)</td>
<td>4,03,03,980.00 (Rupees Four Crores Three Lakhs Three Thousand Nine Hundred Eight Only)</td>
<td>07 (Seven) Months</td>
<td>4,03,040/- (Rupees Four Lakhs Three Thousand Fourty Only)</td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:

   (i) Date & Time for available of tender documents: From 17.07.2012 to 24.07.2012 – upto 05:00 PM

   (ii) Last Date & Time of submission of Tenders: On or before 25.07.2012 – by 03:00 PM

   (iii) Date & Time of opening tender (Techno-Commercial Bid): 25.07.2012 at 04:00 PM

The intending bidders can send their authorized representative at the time of opening the Techno-Commercial part of the offers.
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 31.03.2013 as given below

   **One (01)** similar completed works 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.

   The **“Similar Works” mean construction of building works**

b) The value of executed works by the tenderer shall be brought to current costing level by enhancing the actual value of work done at the **simple rate of 7% per annum** calculated from the date of completion to the last date of receipt of application of tenders.

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 31.03.2013**. This should be duly certified by a Chartered Accountant. Provisional Balance sheet duly certified by a Chartered Accountant may be submitted for 2012-13.

d) 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

e) Should have a valid PAN (Permanent Account Number of Income Tax)
f) It is desirable to have valid PF Registration No. & VAT Registration No. In case, the Contractors 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.

g) Should have valid VAT and Service Tax Registration number.

h) 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 / contractors 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 shall only be accepted for assessing the eligibility of the tenderer. Certificates issued by Public Limited Company and Private Party must be supported by TDS certificates / Turnover Certificate from Chartered Account 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 (GCC of EPI), Memorandum, Form of Tender, letter of Undertaking

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

(iv) Client documents

(v) GCC of CPWD 2010

(vi) Price Bid / Bill of Quantity

12. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs.4,03,040/- (Rupees Four Lakhs Three Thousand and Forty Only). This can be either in the form of a/c. payee Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of EMD payable favouring "Engineering Projects (India) Ltd., and payable at Chennai. The EMD can also be submitted in the form of a bank guarantee equivalent to the full value of EMD of any Nationalised bank/ scheduled bank made in the prescribed format as given in the GCC of EPI. The bank guarantee shall be initially valid for 90 days from the due date of submission. The bank guarantee will be sent by EPI for its confirmation to the Regional Office / Corporate Office of the issuing bank.

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-invited the tender at its sole discretion.

EPI does not bind its effects to accept the lowest bid. EPI also reserves its right to split the works under the present tender to two or more contractors.

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 only those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. The interested bidder can send his authorized representative at the time of opening of the price bid. However, it is made clear that the offers of the bidders found accepted to EPI shall be subject to the confirmation of authentically 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 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 two (02) separate envelopes / Covers (Envelope 1 and 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 (h) 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 (h) 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 – 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) Details of manpower to be deployed exclusively for this work (Annexure – E).

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

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 / Revenue Department

n) Latest Sales Tax Registration and Clearance Certificate.

o) Contact details (Annexure – G)

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 – 7 (Seven) Months in accordance with table of milestone

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 Documents
   h) General Conditions of Contract – CPWD 2010
   i) Bill of Quantities
   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

3. Taxes and Duties:

   The rates quoted by the tenderer / contractor are inclusive of all taxes and duties except service tax. Service tax if applicable shall be reimbursed by EPI against documentary evidence. 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 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 contractor for their portion of work. The amount/rate quoted in their offer by contractor 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. Contractor 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. Cement and reinforcement steel shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor. Reinforcement steel shall be issued as “free issue item” to the Contractor and cement shall be issued to him on cost recovery basis. The actual cost of cement shall be recovered from the RA bills.
of the contractor on the basis of actual consumption of such material plus actual wastage (considering cement available in cement godown). In any case, the cost of total cement issued to the contractor shall be recovered from the contractors’ bill before finalization of Prefinal bill.

In case, the Cement is kept unutilized for more than three (3) months, the cost of such quantum of material shall be recovered from the next RA bill even if the same are not consumed in the work.

No wastage is permissible for cement however, Permissible wastage for reinforcement steel shall be 0.5% (Zero point five percent) calculated on theoretical consumption. Any wastage beyond this permissible limit for reinforcement steel shall be recovered at actual cost / rates of procurement by EPI. The Contractor shall take all measures to minimize wastage / generation of cut piece reinforcement steel and shall return all the cut pieces to EPI.

Unloading, proper storage of all the materials procured by EPI and issued to Contractor 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 Contractor 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 co-efficient 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.
6. In the event of award of “Works”, Contractor shall submit to EPI, Bank Guarantees from a Nationalised Bank / Scheduled Bank towards **Security Deposit cum performance guarantee @ 5.0%** 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. In case the contractor fail to furnish the security deposit cum performance guarantee within 15 days from the date of LOI, EPI may revoke the LOI and forfeit the EMD submitted by the contractor.

7. The final bill payment to the Contractor shall be released only after receipt of corresponding payment from client and when Contractor 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 Contractor shall have no claim on EPI in case the payments are delayed by the client due to any reason whatsoever.

8. Mobilization Advance, Mobilization advance up to maximum of amount with interest as mentioned in the “Memorandum” shall be paid to the Contractor on submission of an irrevocable and unconditional Bank Guarantee equivalent to 110% of the amount (subject to the maximum value as mentioned in the ‘Memorandum’)

9. The Contractor 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 Contractor’s portion of work, the same shall be binding on the Contractor. In case there is a reduction in the rates of EPI arising out of such transaction or enlargement of EPI’s rates pertaining to the Contractor’s portion of work, the contractor shall remain bound to execute the works at the rates reduced or enlarged proportionately.

10. In case the project execution is delayed beyond the contractual scheduled completion period due to reason attributable to the Contractor, the staff and site office expenses of EPI for extended period shall be paid by the Contractor 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 CONTRACTOR 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 Contractor.

11. The Contractor 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 Contractor’s bills or other dues. Otherwise, Liquidated Damages / Compensation for delay shall in general be governed by the relevant clauses of GCC.
12. Issues related to interpretation and claims, if any, related to Contractor's scope of work, arising out of contract between EPI and Client shall be referred with full justification by Contractor to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on Contractor. EPI at its option may associate the Contractor in the above process of settlement for Contractor's portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and Contractor in proportion of Contractor'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 Contractor in proportion of Contractor'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 Contractor alone and the Contractor shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the Contractor, which are not paid by the Client.

13. The Contractor 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 Contractor, but not included in Contractor’s scope of work do not get affected / delayed.

14. Contractor 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 Contractor shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

15. The contractor shall make necessary safety arrangements at site including as mentioned in GCC and always keep EPI indemnified against any injury, claim, loss or consequence whether minor, major or fatal. The contractor shall have no claim whatsoever on EPI on this account.

16. All the plant & machineries required for execution of the project are in the scope of the Contractor and the same are to be mobilized at site immediately.

17. 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.

18. 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.

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

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.
21. Contractor can draw water from the open well located at the site premises. However, no claim by the Contractor shall be entertained in case water is not available in that well and Contractor shall make their own arrangement for getting water.

22. Construction power required by the contractor in execution of works under their scope from the local Electricity Board or may have their own diesel power generating set. However, EPI in the interest of work but without having no delegation to do so may arrange against the work done by them.

23. The contractor may submit the running bills against the work done by him duly supported by the detailed measurements as certified by the Engineer-in-charge (EIC) or any person as nominated by him for this purpose. EPI on receipt such running bill from the contractor, in the interest of work but without any binding to do so shall release an amount equal to 85% of the bill value after making an approximate assessment. The balance payment shall be released after checking the detailed measurement.
LETTER OF UNDERTAKING  
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)  
(TO BE TYPED ON LETTER HEAD)

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

REF. : Tender for Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/212  dt. 17.07.2013

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

REF. : Tender for Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/212 dt. 17.07.2013

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 / Summary of Cost quoted by me / us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

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

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

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

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

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

Date the __________________________ day of _______________________________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : ________________________________

OCCUPATION _________________________________________

ADDRESS  _______________________________________

______________________________________

SEAL OF TENDERER
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

REF. : Tender for Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/212 dt. 17.07.2013

<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>Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 &amp; 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)</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.4,03,040/- (Rupees Four Lakhs Three Thousand Forty Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs.4,03,03,980.00 (Rupees Four Crores Three Lakhs Three Thousand Nine Hundred Eight Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>07 (Seven) Months</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>10% of Contract Value with interest, against irrevocable Bank Guarantee to be released in one or more instalments as decided by EIC and submission of security deposit cum performance guarantee.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>-</td>
<td>At a simple interest rate of 12% (Twelve percent) per annum</td>
</tr>
<tr>
<td></td>
<td>ix) Number of installments for recovery of Mobilization Advance</td>
<td>-</td>
<td>As per GCC of EPI</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------------------------</td>
<td>---</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td>x) Schedule of Rates Applicable</td>
<td>-</td>
<td>As mentioned in the BOQ</td>
</tr>
<tr>
<td></td>
<td>xi) Validity of Tender</td>
<td>-</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td></td>
<td>xii) Security Deposit cum Performance Guarantee</td>
<td>-</td>
<td>5.0% (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></td>
<td>xiii) Retention Money</td>
<td>10.0</td>
<td>5% (Five Percent Only) of the gross amount of each running bill will be deducted. In case EMD is deposited by the successful bidder in the form of DD, then the same shall be adjusted towards retention money.</td>
</tr>
<tr>
<td></td>
<td>xiv) Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned after 7 (seven) days from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td></td>
<td>xv) 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></td>
<td>xvi) 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></td>
<td>xvii) 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  
Page 17 of 30  
EPI
Sub: List and recovery rate of material to be issued by EPI

Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

**NIT No.** : SRO/MKT/TH/212 dt. 17.07.2013

<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 – OPC, PPC</td>
<td>MT</td>
<td>As per actual cost FOR site</td>
</tr>
<tr>
<td>2.</td>
<td>Reinforcement Steel</td>
<td>MT</td>
<td>Free Issue</td>
</tr>
</tbody>
</table>
ANNEXURE - B

Work: Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

**NIT No.**: SRO/MKT/TH/212 dt. 17.07.2013

**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>
<tr>
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</table>

**Note:** LD - Liquidated Damage
Work: Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No.: SRO/MKT/TH/212 dt. 17.07.2013

**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 as on date (Rs. in Crores)</th>
<th>Value of works to be completed during the period of tender completion as per the tender (Rs. in Crores)</th>
<th>Stipulated period of completion</th>
<th>Anticipated date of completion</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</table>

Signature of Bidder with Seal
Work: Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

**NIT No.**: SRO/MKT/TH/212 dt. 17.07.2013

**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
## DETAILS OF MANPOWER TO BE DEPLOYED EXCLUSIVELY FOR THIS WORK

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Position</th>
<th>Name</th>
<th>Qualification</th>
<th>Year of Experience (General)</th>
<th>Years of experience in the proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</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.
ANNEXURE - F

Work: Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project "Construction of Mega Hostel for NIT, Calicut" at NIT, Calicut (Near Kattangal Junction)

NIT No.: SRO/MKT/TH/212 dt 1.07.2013

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED FOR CARRYING OUT THE WORK

<table>
<thead>
<tr>
<th>Item of Equipment 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></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</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:  
   -------------------------------------------------------------
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 … (i) Reinforcement Steel (ii) Cement

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: Construction of RCC Structure (Package-3A) of Wing-1, 12, 13 & 14 of Hostel Building and connected retaining wall for the project “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

Estimated Cost of Work: As per NIT

(i) Earnest Money: As per NIT

(ii) Performance Guarantee: As per NIT

(iii) Security Deposit: As per NIT

Schedule ‘F’

Office Inviting Tender:

The 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

Signature of Bidder with Seal
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 .... As applicable

2 (xi) Standard Schedule of Rates .... DSR 2007

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
Mile Stone(s) as per table given below:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Milestone (Physical)</th>
<th>Time allowed in months (from date of start)</th>
<th>Amount to be withheld in case of non-achievement of milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completion of earth work including column footings grade beams, RCC framed structure upto plinth level</td>
<td>3 months</td>
<td>In the event of non-achievement of the necessary progress Rs. 100 Lakhs will be withheld for failure of each milestone</td>
</tr>
<tr>
<td>2.</td>
<td>Completion of entire RCC framed structure</td>
<td>7 months</td>
<td>-do-</td>
</tr>
</tbody>
</table>

Time allowed for execution of work ....7 (Seven) 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. 100 Lakhs

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab ..... As required for the work

**Clause 10B(ii)**

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

**Clause 10C**

Component of labour expressed as percent of value of work ..... NIL
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>Ordinary Portland Cement</td>
<td></td>
<td>Not Applicable</td>
</tr>
<tr>
<td>2.</td>
<td>Steel reinforcement (TMT 500D), primary producer</td>
<td></td>
<td>Not Applicable</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: CPWD specification 2009, Volume I & II (With upto date correction slips)

Clause 12

12.2 & 12.3 – Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work .... 30%
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. ..... As per requirement
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 /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>Civil</td>
<td>Principal Technical Representative</td>
<td>10 Years</td>
<td>1 No. <strong>Rs. 20000/- Rupees Twenty Thousand Only</strong></td>
</tr>
<tr>
<td>2.</td>
<td>Graduate Engineer or Diploma Engineer</td>
<td>Civil</td>
<td>Technical Representative</td>
<td>NIL or 5 years</td>
<td>2 nos. <strong>Rs. 10000/- Rupees Ten Thousand Only</strong></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.

(ii) Variations permissible on theoretical quantity

(a) Cement
   For works with estimated cost put to tender not more than Rs. 5 lakh .... Nil.
   For works with estimated cost put to tender more than Rs. 5 lakhs .... As per NIT

(b) Bitumen all works .... NIL

(c) Steel reinforcement and structural steel sections for each diameter, section and category ....As per NIT

(d) All other materials .... NIL
## RECOVERY 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>Cement</td>
<td>As per NIT</td>
</tr>
<tr>
<td>2.</td>
<td>Structural reinforcement</td>
<td>- Do -</td>
</tr>
<tr>
<td>3.</td>
<td>Structural sections</td>
<td>- Do -</td>
</tr>
<tr>
<td>4.</td>
<td>Bitumen issued free</td>
<td>- Do -</td>
</tr>
<tr>
<td>5.</td>
<td>Bitumen issued at stipulated fixed price</td>
<td>- Do -</td>
</tr>
</tbody>
</table>