SHORT NOTICE INVITING TENDER

1. Tender for providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

2. Engineering Projects (India) Ltd., invites the sealed item rate tenders for providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work 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>Name of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Providing and laying in position machine batched, machine mixed and machine</td>
<td>4,90,00,000.00</td>
<td>09 (Nine) Months</td>
<td>9,80,000/- (Rupees Nine Lakhs Eighty Thousand Only)</td>
</tr>
<tr>
<td>mixed and machine vibrated design mix cement concrete of specified grade for</td>
<td>(Rupees Four Crores</td>
<td></td>
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<tr>
<td>reinforced cement concrete work for the project at all levels (height upto</td>
<td>Ninety Lakhs Three</td>
<td></td>
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</tr>
<tr>
<td>33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT,</td>
<td>Thousand Nine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calicut (Near Kattangal Junction)</td>
<td>Hundred Eight Only)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:
   
   (i)  Date & Time for available of tender documents: From 27.08.2013 to 02.09.2013 – upto 02:00 PM
   
   (ii) Last Date & Time of submission of Tenders: On or before 02.09.2013 – by 03:00 PM
   
   (iii) Date & Time of opening tender (Techno-Commercial Bid): 02.09.2013 at 04:00 PM

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

Signature of Bidder with Seal          Page 1 of 30          EPI
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/RCC Structures or providing RMC.

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:

   Bidding Capacity = [A x N x 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) 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:

   (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

   (iv) GCC of CPWD 2010

   (v) Price Bid / Bill of Quantity

12. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of
    Rs.4,90,000/- (Rupees Nine Lakhs Eighty Thousand 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 – 9 (Nine) 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) Calibration and Weighing Equipment Accuracy
   h) GCC of 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 at actuals.

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, labour welfare cess etc., all transportation charges including for cartage of issue material, electricity and water charges, site office expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions, 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 shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor. 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. 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 cement.

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 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. 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.

11. 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.

12. 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.

13. 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.
14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. Construction power required by the contractor in execution of works under his scope shall be provided by EPI at one point within the work site. The contractor has to make the required arrangements for subsequent distribution and consumption at his cost.

22. Payment certification
For payment purpose, the quantity of concrete as certified by EPI's client of the respective unit / front shall be taken as the quantity of concrete supplied & laid by the contractor to EPI. However, the contractor shall provide printed computerized documents (from the computer arrangement provided with the batching plant) in support of concrete production / supply details on daily basis.

Further for the purpose of confirmation of quality and grade of the concrete supplied having required slump and compressive strength (as specified elsewhere in these tender/order documents), representative slump test and cube test (both for 7 days & 28 days strength) shall be conducted at site/outside laboratory. For the same, the contractor has to provide necessary assistance to EPI in providing the labour, cartage, etc. to conduct such test. The rates include the cost of such assistance for the cube making, curing, shifting the cubes to lab for testing and any other activities connected with the same. In case, the contractor is found reluctant to do so, the actual expenditure incurred by EPI, for the same will be deducted from the contractor’s bill(s). EPI will provide the cube moulds, slump cone apparatus, and compression testing machine etc. The results of such representative tests shall be binding and mandatory on the supplier who shall also remain bound to accept any deduction / rebate borne by EPI on the basis of the test results as made by EPI’s client from EPI's bills.
23. **Payment terms:**

Payment shall be released to the contractor in the manner as follows:

a) **75%** of the amount due to the contractor for the concrete supplied by him shall be released to him after the corresponding representative concrete cube passes the 7-days (seven days) tests satisfactorily and against a bill duly supported by the quantity of supply as certified by a person authorized by the EIC to do so. The quantity of concrete as certified by EPI’s client of the respective unit / front shall be taken as the quantity of concrete supplied by the contractor to EPI.

b) **15%** of the amount due to the contractor to him after **28-days (twenty eight days)** satisfactory test results of the corresponding representative concrete cubes.

c) Balance **10%** of the amount due to the contractor shall be released to him after four (4) months from the date of the payment released to him under 18(b) above or completion of the works as per the work order, whichever is occurring first. However this money can be released against submission of bank guarantee as per EPI’s prescribed format for an equivalent value drawn on any Nationalized/ Scheduled bank.

24. **Quantity Variation:**

There shall be no change in rates if the quantity varies upto +20% and to any limit on the negative side.
CALIBRATION AND WEIGHING EQUIPMENT ACCURACY

1. The following limits shall apply to all design-mixed concrete plants:
   A. The accuracy, sensitivity and arrangement of the weighing devices shall be such as to enable the materials to be batched within following tolerances:
      I. Cement, mineral admixtures : Within +2 percent of the quantity of the constituent being measured.
      II. Aggregate, chemical admixtures and water : Within +3 percent of the quantity of the constituent being measured.
   B. Analogue scales shall have increments not exceeding 5 kg for cement and mineral admixtures, 10 kg for aggregate and 2 kg for water.
   C. Preset controls shall be calibrated in increment not exceeding 5 kg for cement and mineral admixtures, 10 kg for aggregate and 2 kg for water.
      i. Digital readouts shall have a scale increment not exceeding 2 kg for cement and mineral admixtures, 10 kg for aggregate and 1 kg.
      ii. At the time of installation, or reconditioning, the accuracy of the indicated mass at any point on the scale shall be within 0.25 percent of the full scale reading.
      iii. At any other time during operation the accuracy shall be within 0.50 percent of the full scale reading.
      iv. Chemical admixture dispensers shall have scale increments not exceeding:
         
         | Range of scale in kg/l | Scale Increment in kg/l |
         |------------------------|------------------------|
         | 0.1 – 0.5              | 0.01                   |
         | 0.5 – 1.0              | 0.02                   |
         | 1.0 – 10.0             | 0.2                    |
         | More than 10.0         | 0.4                    |
      v. All weighing and measuring equipment shall be tested and calibrated over its full working range at the following intervals.
         1). Mechanical / knife-edge systems : At least once every two months.
         2). Electrical / load cell systems : At least once every three months.

2. Adequate and identified facilities shall be provided for the application of the test loads:
   a) In the case of batch weighing systems, testing and calibration shall be based on the application test loads to the weigh hoppers.
   b) Checks on continues weigh systems shall be based on comparison of preset quantities with those actually produced.
   c) To achieve the weighing accuracy of calibration, a minimum of 500 kg of stamped weights are required, except that for low capacity scales an acceptable limit on the total mass of calibration weighs would be 20 percent of the scale capacity.
d) When calibration of weighing equipment is carried out all personnel involved should be competent and fully trained, the procedures should be fully documented, and special attention should be paid to the health and safety aspects of the procedure.
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 providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33mabove FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/218 dt. 27.08.2013

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  
Page 15 of 30  
EPI
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 providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/218 dt. 27.08.2013

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 providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

**NIT No.:** SRO/MKT/TH/218  dt. 27.08.2013

<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>Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “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>CPWD, Payyanur</td>
<td></td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>Item Rate Contract</td>
<td></td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 9,80,000/- (Rupees Nine Lakhs Eighty Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 4,90,00,000.00 (Rupees Four Crores Ninety Lakhs Three Thousand Nine Hundred Eighty Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>09 (Nine) 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 installments 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>
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<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><strong>10.0% (Ten Percent only)</strong> 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><strong>5% (Five Percent Only)</strong> 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><strong>24 (Twenty four) months</strong> 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
Sub: List and recovery rate of material to be issued by EPI

Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/218 dt. 27.08.2013

<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>Rs. 290 Per bag</td>
</tr>
</tbody>
</table>

Note: Any upward / downward revision in the cost of cement bag shall be to EPI’s account without any change in the contractor’s rate.
Work: Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/218 dt. 27.08.2013

### 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: Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/218 dt. 27.08.2013

### 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>
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</table>
Work: Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangganal Junction)

**NIT No.**: SRO/MKT/TH/218 dt. 27.08.2013

### 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>
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<tbody>
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</tbody>
</table>

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

ANNEXURE - E

Work: Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No. : SRO/MKT/TH/218 dt. 27.08.2013

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>
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</tbody>
</table>

Note: Above list shall contain the details of site incharge, site engineers, safety officer, planning engineer, site supervisors, quality control engineer, etc. to be deployed exclusively for this job.
Work: Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No.: SRO/MKT/TH/218  dt  27.08.2013

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

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Nos.</th>
<th>Equipment information</th>
<th>Ownership status</th>
<th>Current location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
ANNEXURE – G

CONTACT DETAILS

1. Name of the tenderer:  
   
2. Name of the contact person:  
   
3. Details of the person who signed this tender documents
   
   Name:  
   
   Designation:  
   
4. Postal address for communication:  
   
5. E-mail address:  
   
6. Office phone numbers:  
   
7. Fax numbers:  

Signature of Bidder with Seal  
Page 26 of 30  
EPI
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) 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: Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete work for the project at all levels (height upto 33m above FGL) for “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
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 ..... As quoted by the tenderer

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 ..... 7 (Seven) days

Signature of Bidder with Seal   Page 28 of 30   EPI
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. 40 Lakhs will be withheld for failure of each milestone</td>
</tr>
<tr>
<td>2.</td>
<td>Completion of entire RCC framed structure</td>
<td>9 months</td>
<td>-do-</td>
</tr>
</tbody>
</table>

Time allowed for execution of work .... 9 (Nine) 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, ..... As per payment terms

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab ..... NIL

**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 ..... 25%
Clause 10CA

Clauses 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.... As per NIT

12.5 Deviation Limit beyond which clauses
12.2 & 12.3 shall apply for foundation work.... As per NIT

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)

<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>Graduate Engineer or Diploma Engineer</td>
<td>Civil</td>
<td>Principal Technical Representative/ Site in charge</td>
<td>NIL or 5 years</td>
<td>Rs. 10000/- or 2 nos. Rs. Ten Thousand Only</td>
</tr>
</tbody>
</table>

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

Clause 42

Recovery Rates For Quantities Beyond Permissible Variation - As per NIT