ENGINEERING PROJECTS (INDIA) LTD  
(A Govt. of India Enterprise)  

Bihar Police Academy Project  
Chhabilapur Road  
Rajgir (Nalanda) – 803116  

NOTICE INVITING TENDER  

EPI/MMD/685/1000  
EPI/ERsite/685/PRWE/039  

Dated 05/12/2013  

Engineering Projects (India) Ltd. Invites sealed tender for providing labour and equipments for the work of earthwork in excavation and filling wherever required, etc all complete for the project “Construction of Bihar Police Academy, Rajgir” in sealed cover for items as mentioned in Bill of Quantity and instruction to tenderer (ITT) enclosed and as per details technical specification.  

The offer should be valid for a minimum period of 2 (Two) months from the last date of submission of bid. In case the last date of submission of bid is extended the same shall be considered.  

Completion period: As per special conditions of contract enclosed  

The interested tenderers can download all the documents from EPI website www.engineeringprojects.com or www.epi.gov.in with all corrigendum/Addendum uploaded till the last date of issue of tender.  

All the downloaded documents shall form part of the “Tender Documents”.  

The complete tender document comprising of the following is to be duly signed & stamped on each page and enclosed along with the price bid.  

1. NIT - 2 Pages  
2. Instruction to Tenderer (Suppliers) - 2 Pages  
3. Special Conditions of contract(SCC) - 4 Pages  
4. Bill of quantity - 1 Page  

The tenders of all such parties, who are not found suitable, shall not be considered. The decision of EPI in this regards shall be final & binding on the party.  

(Signature of Bidder with seal)  

(EPI)
Submission of tender as well as opening of bid will be at Rajgir at the address mentioned below:

The General Manager,
ENGINEERING PROJECTS (INDIA) LTD.,
Bihar Police Academy Site
Chhabilapur Road
Rajgir (Nalanda) – 803116(Bihar)
Phone no: 06112-295178

Last date of submission of tender: 12/12/2013 upto 4.00 PM

Date & Time of Opening of Tender: 12/12/2013 at 5.00 PM
(Techno Commercial cum Price Bid Only)

Techno- Commercial cum Price Bid – Price bid along with contractor’s credentials should be kept in the sealed envelope.

The cover must be clearly marked with title, NIT number, date of the tender enquiry and last date for receipt of tender. Tenderer shall clearly certify that the items quoted strictly conform to the specifications. Deviations, if any, should be clearly indicated on a separate deviation sheet.

EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reasons whatsoever. The information of extension / cancellation, if any, shall be given on the EPI’s website www.engineeringprojects.com or www.epi.gov.in. The intending Tender are requested to visit the EPI's website regularly for this purpose.

(Signature of Bidder with seal)  

(EPI)
INSTRUCTIONS TO TENDERERS (Contractor)

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, Rajgir.

2. The tenderer is requested to sign each page of tender document and return the complete tender documents.

3. Tenders shall be submitted in sealed envelope marked with Title, NIT Number and Last Date of receipt of Tender for the items as given in the Notice inviting Tender at the following address by Registered Post or through messenger within the last date of receipt of tender given in the Notice inviting Tender.

The General Manager,
Engineering Projects (India) Ltd.,
Bihar Police Academy Site
Chhabilapur Road
Rajgir (Nalanda) – 803116

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

Envelope (Techno-Commercial cum Price Bid)

The tenderers are requested to furnish the relevant documents in respect of the credentials and other details in this envelop.

The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope.

5. The bidders should quote in words as well as in figures the item rates quoted by them, in absence of which the Bids may not be considered and are likely to be rejected.

All corrections/cuttings should be signed by the tenderer. Each page of the tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out the rate quoted shall be taken as correct and not the amount.

6. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.

7. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.

8. Tenders must be duly signed with date and sealed.

(Signature of Bidder with seal)

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

10. Tenders with following discrepancies are liable for rejections;
    a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.
    b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
    c) Tender received after specified date/time whether due to postal or other delays.
    d) Tender in respect of which canvassing in any form is resorted to by the tenderer.
    e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

11. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviation, if insisted upon must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelop along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.

12. EPI reserves the right to split the order.

13. The tender shall remain open for acceptance for a period of 2 (two) months from the due date for receiving the tender by EPI.

14. These instructions to tenderers shall form part of the tender documents.

15. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

16. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.

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

18. The order shall be governed by the Indian Laws for the time being in force.

19. Jurisdiction: All disputes shall be subject to Kolkata Courts alone.

20. Tenderer shall submit the following documents in respect of their credentials along with their tender in Techno-Commercial cum Price Bid envelope.
    a) List of major clients
    b) List of orders executed/under execution
    c) Bill of quantity

(Signature of Bidder with seal)

(EPI)
1. **Scope:**
   Scope of work consists providing labour and equipments for the work of earthwork in excavation and filling wherever required for Bihar Police Academy Project, Rajgir at the work site and as terms and conditions described hereinafter.

   The contractor shall make arrangement for T&P, safety arrangement, etc. without any extra cost.

2. **Rates:**
   Rates shall be quoted by the bidder in the Bill of Quantities (BOQ) as given in Annexure-I as described in the scope of work. The tools and tackles required for the placing are also to be arranged by the contractor as per the requirements.

3. **Payment certification**
   For payment purpose, the quantity of earthwork as certified by EPI’s client of the respective unit / front shall be taken as the quantity of earthwork laid by the contractor to EPI

4. **Material issue**
   Brick and local sand shall be supplied by EPI free of cost. No Wastage of material is permitted. Any shortfall discovered at any stage of work will be recovered at procurement cost of EPI from the amount payable to the party.

5. **Site visit & collecting local information:**
   Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, nature of ground, soil and subsoil condition, underground water table level, accommodations they may require etc.. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respects before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained/ payable by EPI at a later date.

6. **Water & electricity:**
   The contractor shall arrange at his own risk and expense water for use in the construction work. The contractor shall also arrange at his own cost and expenses potable water for his labour. Nothing extra shall be paid by EPI on this account.

   The contractor shall arrange at his own risk and expense electricity for use in the construction work.

7. **Accommodation & Safe custody of the materials:**
   The contractor shall at his own risk and expense arrange accommodation for the labour and safe custody of the materials and tools and tackles brought by him and approach

   (Signature of Bidder with seal)

   (EPI)
road to the work site for satisfactory completion of the works at his own cost. No claim from the contractor shall be entertained by EPI on this account.

8. Access to works:
The contractor shall keep the work site in tidy and easily accessible manner. Nothing extra shall be paid on this account. The works shall be executed in such a manner so as not to interfere or adversely affect or disturb works being executed by other agencies.

9. Restrictions:
On account of security considerations, there could be some restrictions on the working hours, movement of vehicles, location of labour camp etc. The contractor shall be bound to follow all such restrictions and adjust his programme for execution of the works. However, the completion time shall be suitably extended on account of such effect.

10. Completion time:
The work as per scope and other terms and conditions of the present tender shall be completed within two (2) months of issuance of Letter of Intent (LOI) / Work order.

11. Compensation for delay:
In case there is delay in completion of work beyond the completion time, an amount @1/2% of the contract price per week of delay subject to a maximum of 5% of the contract price shall be recovered by EPI from the contractor’s bills by way of deduction in price for delay in completion. The contract price for this purpose shall be the amount at which the work is awarded to the contractor.

12. Quantity variation:
The limit of variation of quantities with the same rate will be as below,

<table>
<thead>
<tr>
<th>Upper Limit</th>
<th>Lower Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation &amp; connected works</td>
<td>(+)100%</td>
</tr>
<tr>
<td>Other than foundation work</td>
<td>(+) 30%</td>
</tr>
</tbody>
</table>

13. Extension of completion time:
The completion time shall get extended if the works are delayed by force majeure, abnormally bad weather, serious loss or damage by fire, civil commotion, local commotion of workmen, strike, lockout affecting the progress of the work, or any such reasons beyond the absolute control of the contractor as determined by the Engineer-in-charge. However, the contractor shall promptly bring such events to the notice of the Engineer-in-charge who will allow fair and reasonable extension of completion time as he thinks necessary.

14. Risk and cost:
In case the contractor fails to complete the work within the stipulated completion time including extended period, if any, the EIC without prejudice to any other right or remedy available to him under the contract shall have the power to rescind the contract and take possession of the works and get the part work/part incomplete work by any means at the risk and cost of the contractor. The sum, as determined by the EIC, recoverable from the contractor shall be recovered from all the sums that had remained due to the contractor at the time of rescinding the contract after giving due credit to the contractor the value of

(Signature of Bidder with seal)

(EPI)
the work done in all respect in the same manner and at the same rate as if it had been done by the original contractor under the terms of his contract, the value of materials taken over and incorporated in the works. The decision of the EIC in assessing the value of the work by the contractor shall be final, conclusive and binding on the contractor. Upon determining the excess expenditure incurred or to be incurred in completing the part work/incomplete work of any item(s) including the losses suffered or likely to be suffered by EPI and finding any money due to the contractor on any account insufficient, the contractor shall be called upon to and shall remain liable to pay the same to EPI within 15 days of being asked to do so. The contractor shall not be entitled to take out his constructional plant and machineries, unused materials till the time he pays the amount to EPI. In case the contractor fails to pay the required sum within the period of 15 days, the EIC shall have the right to sell any or all of the contractor’s unused materials, constructional plant and machineries, etc., and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract. The contractor shall have no claim whatsoever, in such an eventuality, by any reason.

15. Compliance with the statutory laws:
The contractor shall remain bound to comply with the statutory laws, rules and regulations as applicable pertaining to the labour provided by him at the work site under this contract/work order.

16. Payment terms:
Payment shall be released to the contractor in the manner as follows for the earthworks:-

a) **90%** of the amount proportionate to the work executed i.e after earthwork by the contractor duly accepted by the authority shall be paid against submission of weekly running account bills duly supported by the measurements as certified by a person authorized by the EIC to do so as interim payments.

b) **Balance 10%** of the amount due to the contractor against the total work executed by him shall be paid after 3 months from the date of completion of work.

17. Statutory deductions:
The rates are inclusive of all taxes & duties except WCT and service tax. Hence the statutory deductions on account of taxes and duties except WCT and service tax shall be made at source as applicable. Service Tax, if applicable, shall be paid by EPI at actual.

18. Indemnity:
The contractor shall keep EPI indemnified against all claims, damages, compensation and expenses payable, if any, in consequence of any accident, or injury sustained by any workman or any other person whether employed by the contractor or not.

19. Cost of materials etc.:
The contractor shall remain liable to pay to EPI all cost of materials, T&P etc. belonging to EPI and issued to him in case they are lost or damaged by contractor or any of his employees.

20. Jurisdiction:
(Signature of Bidder with seal)  
(EPI)
The Courts at Kolkata alone shall have exclusive jurisdiction in all matters arising out of this contract/work order.

21. Termination:
EPI reserves the right to terminate the contract/work order by giving three (3) days’ notice without assigning any reason thereof or even without any notice in the event the performance of the contractor is found to be unsatisfactory.

22. Safety:
The contractor shall ensure that the labour& staff deployed by him follows all safety norms and religiously use all safety appliances. Similarly, all equipment deployed by him must have all the safety devices attached to it in good working condition and the operator/labour deployed by the contractor are fully conversant with operation of such devices. Any eventuality arising out of non-compliance by the contractor shall be to his account only and EPI shall have no liability whatsoever.
# ANNEXURE-I

Engineering Projects (India) Limited  
(A Govt. of India Enterprise)  
Bihar Police Academy, Rajgir

## BILL OF QUANTITIES

Work: **Labour and equipment charges for earthwork in excavation, filling etcall complete at Bihar Police Academy Project, Rajgir.**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate(Rs) Labour</th>
<th>Amount (Rs) Labour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>SUB -HEAD : I  EARTH WORK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Earthwork in Excavation in foundation trenches or drains (not exceeding 1.5 mtr. In width or 10 sqm on plan ) including dressing of sides and ramming of bottoms , lift upto 1.5 m including getting out the excavated soil and disposal of surplus excavated soil as directed , within a lead of 50 m</td>
<td>Cum</td>
<td>5940</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All kind of Soil</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Filling available excavated Earth( excluding rock) in trenches , Plinth , sides of foundation etc. in layers not exceeding 20 cms in depth consolidating each deposited layer  by ramming and watering lead</td>
<td>Cum</td>
<td>1617</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Clearing Jungle including uprooting of rank vegetation,grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1 mtr. Above ground level and removal of rubbish upto a distance of 50m outside the periphery of the area cleared</td>
<td>100Sqm</td>
<td>29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Filling in plinth with local sand and under floor including , watering , ramming consolidating and dressing complete (Excluding the cost of sand)</td>
<td>Cum</td>
<td>2540</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Laying brick flat soling Brick (Excluding the cost of bricks)</td>
<td>sqm</td>
<td>3250</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Bidder with seal)

(EPI)