NOTICE INVITING TENDER

Tender for Electrical works for Construction of New Building (G+3) for Chemical Sciences (Package-III) at IISC Campus, Bangalore.

Engineering Projects (India) Ltd invites the sealed **item rate tenders** in two bids (Techno commercial –Envelope 1 and Price bid-envelope-2, Both the envelopes shall be kept in Third envelope) from well equipped, experience, financially sound Contractors / eligible Firms for the following works as per the brief particulars of scope of work in this tender for the following work:-

<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-III)</td>
<td>Tender for Electrical works for Construction of New Building (G+3) for Chemical Sciences (Package – III) at IISC Campus, Bangalore</td>
<td>2,48,57,701/- (Rupees Two Crores Forty Eight Lakhs Fifty Seven Thousand Seven Hundred One Only)</td>
<td>6 (Six months)</td>
<td>5,00,000/- (Rupees Five Lakhs Only)</td>
</tr>
</tbody>
</table>

1.0 The brief scope of work included in this tender shall include (but not limited to) Electrical works and related activities for ‘Construction of New Building (G+3) for Chemical Sciences. The detailed scope of work is given in the tender documents.

Signature of the Bidder with seal
Time schedule of Tender activities:

(i) Date & Time for sale/Downloading of tender documents:  From 16.07.2014 to 30.07.2014 up to 10.00AM

(ii) Last Date & Time of submission of Tenders: On or before 30.07.2014 -up to 3.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 30.07.2014 at 3.30 PM

Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender. The joint ventures are not accepted.

a. Contractors who fulfill the following requirements shall be eligible to apply. The Joint Ventures are not accepted.

i) Experience of having completed / Substantially completed following similar works during the last 7 years ending last day of the month previous to the one in which applications invited:

Three similar works, each costing not less than the amount equal to 40% of estimated cost put to tender.

OR

Two similar works, costing each not less than the amount equal to 60% of estimated cost put to tender.

OR

One similar work of aggregate cost not less than the amount equal to 80% of estimated cost.

AND

One work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the estimated cost put to tender with some Central/State Government Organization / Central Autonomous Body / Central Public Sector undertaking.

The ‘similar works’ shall mean “Building Electrical works and Busbar trenching electrical works”,

Signature of the Bidder with seal                  Page 2 of 28      EPI
ii. The substantially completed works shall be the works where at least 90% billing of total awarded value has been achieved. The certified bill value of work by client/certificate issued from client shall form the basis of evaluation.

iii. For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT.

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

b) Should have average annual financial turnover on works amounting at least 30% of the estimated cost of the work during the last three consecutive financial years ending on 31.03.2014 duly certified by a Chartered Accountant.

c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2014, Copies of balance sheet/ certificate from Chartered Accountant to be submitted.

d) Should have a solvency of 40% of estimated cost issued by his bankers. The Solvency certificate should not have been issued earlier than one year of last date of submission of tender.

e) Should have a valid PAN (Permanent Account Number of Income Tax).

f) It is desirable that the bidder should have valid PFRegistrationNo.&VATRegistrationNo. In the state of Karnataka and should have valid Service Tax Registration No. In case, the parties do not have PFRegistration No&VAT Registration No. in the state of Karnataka, and Service Tax Registration No. the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.

g) Bid Capacity: 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:

\[
Bidding\ Capacity = [A \times N \times 2] - B
\]

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 sending last day of the month previous to the one in which applications invited:

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. The tenderers is requested to furnish the existing commitments on works under execution along stipulated period for completion of remaining for each of the work should be furnished in an affidavit in non-judicial stamp paper to a value of Rs. 100/- duly certified that the particulars furnished are correct as per the proforma in Annexure –A

Details to be provided in the enclosed formats.

Even though 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.

EPI’s empanelled contractors can also participate in the tender provided they fulfill the above qualifying requirements.

2.0 The bidder have to confirm whether they are registrad under MSME Act or not, if so, relevant copy of the registration letter is to Be attached in Envelope-1

3.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & CPP Portal: www.eprocure.gov.in

(i) Notice Inviting Tender
(ii) Instruction to Tenderers & General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in>Tenders > GCC, Addendum to Instruction to Tenderers, Memorandum, Additional Conditions of Contract– Instruction to Tenderers and General Conditions of Contract (Vol-I)
(iii) Technical Specification (Vol-II)
(iv) Price Bid / Bill of Quantity- (Vol-III)
4.0 The complete tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website www.epi.gov.in & CPP: Portal:www.eprocure.gov.in. The tender fees of Rs. 10,000.00 (Rupees Ten Thousand only) (Non-Refundable) by the crossed Demand Draft favoring Engineering Projects (India) Ltd.”. Payable at Chennai shall be submitted by the bidder along with their bid in Envelope-1. Relevant experience certificates and other documents as mentioned above Cl 1.0(a) to 1.0(g) duly attested by the Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion certificates from the clients 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 be unsatisfactory/forged. The decision of EPI in this regard shall be final and the binding the tenderer.

5.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs 5,00,000/-. This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable Favoring “Engineering Projects (India) Ltd.”, payable at Chennai or in the form of Bank Guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Perfora, favoring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or within adequate amount of EMD shall be rejected.

6.0 As per client condition with EPI the list of pre-qualified contractors of this tender require a concurrence from IISc. The opening of the price bid will be restricted.

7.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

8.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.
9.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website/CPP portal. The bidders are required to check EPI's website/CPP Portal regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped. All bidders are advised to check especially EPI website www.epi.gov.in regularly.

10.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents/BG from the concerned department/bank.

11.0 The tender documents shall be issued by and submitted to:
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
### AFFIDAVIT

(To be typed on Rs. 100/- non-judicial stamp paper)

I / we ______________________________ aged _________ years son of __________________

do hereby solemnly affirm and declare as follows for and on behalf of the Firm.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of Work</th>
<th>Name of the Client</th>
<th>Value of Existing commitments and on-going works to be completed during the next 18 months</th>
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</table>

It is certify that the above particulars furnished are true and correct if any information given is found to be concealed at a later date, the contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted.

I/we agree for debarring tendering for one year if any facts are suppressed.

Signature of Bidder

Signature of the Notary Public

Signature of the Bidder with seal
ENGINEERING PROJECTS (INDIA) LTD
(A Govt. of India Enterprise)

VOL - I

1. Instruction to Tenderers
2. Addendum of Instruction to Tenders
3. Memorandum
4. Tender Formats
5. Additional Condition of Contract
ADDENDUM TO INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION

(a) The tenderer is required to submit their offer in 2 (Two) separate sealed envelopes / covers (Envelope 1 & 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. 1.0 (a) to 1.0 (g) 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 Priced BOQ and Summary of Cost.

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. 1.0 (a) to 1.0 (g) 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,duly signed and stamped on all pages, 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 – A) along with notarized copies of experience certificate – If any.

b) List of works under execution indicating name of the client, value, date of start and completion. (Annexure – B) 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 – C) along with notarized copies of certificate

d) Notarized copies of Audited balance sheet and profit and loss account for the last 3 years.
e) Notarized 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 – D).

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

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) Solvency certificate from Nationalized / Scheduled Bank for the subject tender (Annexure –F)

n) Latest Sales Tax /VAT Registration and Clearance Certificate.

o) Contact details (Annexure – G)

p) Any other document as stipulated above and in “Tender Documents’
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 : (Name of the Work as mentioned in NIT)

NIT No ………………………………… Dt.

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 the 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 : (Name of the Work as mentioned in NIT)

NIT No  ………………………………  Dt.

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 Priced 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.

Signature of the Bidder with seal
5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favor 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 Electrical works for Construction of New Building (G+3) for Chemical Sciences (Package-III) at IISC Campus, Bangalore.


<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>Tender for Electrical works for Construction of New Building (G+3) for Chemical Sciences (Package-III) at IISC Campus, Bangalore.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>IISC, Bangalore</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs5,00,000/- (Rupees Five Lakhs Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs 2,48,57,701/- ( Rupees Two Crores Forty Eight Lakhs Fifty Seven Thousand Seven Hundred One Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>6 (Six) months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>5% (Five Percent Only) of Contract value on submission of non-revocable and unconditional Bank Guarantee as per Clause no 8.0 of GCC.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>SBI PLR Plus (+) 2% (two percent only) per annum</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>Recovery of mobilization advance as per GCC Clause no. 8</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Priced BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Price Adjustment Formula</td>
<td>-</td>
<td>As per client document clause No – 3.14 of General instructions of Tenderer</td>
</tr>
</tbody>
</table>

Signature of the Bidder with seal
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<tbody>
<tr>
<td>xii)</td>
<td>Validity of Tender</td>
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<tr>
<td>xiii)</td>
<td>Security Deposit cum Performance Guarantee</td>
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<tr>
<td>xiv)</td>
<td>Retention Money</td>
</tr>
<tr>
<td>xv)</td>
<td>Time allowed for starting the work</td>
</tr>
<tr>
<td>xvi)</td>
<td>Defect Liability Period</td>
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<tr>
<td>xvii)</td>
<td>Arbitration</td>
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<tr>
<td>xviii)</td>
<td>Jurisdiction</td>
</tr>
</tbody>
</table>

**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):**

**OCCUPATION:**

**ADDRESS:**

**SEAL OF TENDERER**

---

Signature of the Bidder with seal

EPI
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Government of India Enterprise)  

ANNEXURE - A  

Work: (Name of the Work as mentioned in NIT)  

NIT No:……………………………….dt  
……………………  

**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>
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*Note: LD - Liquidated Damage*
**ANNEXURE - B**

Work: (Name of the Work as mentioned in NIT)

NIT No.: ………………………………dtd…………………………

**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 (Rs. in Crores)</th>
<th>Stipulated period of completion</th>
<th>Anticipated date of completion</th>
<th>Remarks</th>
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Work: (Name of the work as mentioned in NIT)

NIT No: ..........................dtd..........................

**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>
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Note: LD - Liquidated Damage
ANNEXURE - D

Work: (Name of the work as mentioned in NIT)

NIT No: …………………………dtd…………………………

DETAILS OF MAN POWER TO BE DEPLOYED

<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>
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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: (Name of the work as mentioned in NIT)

NIT No: ………………………dt.d…………………………

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Equipment</th>
<th>Nos.</th>
<th>Equipment information</th>
<th>Ownership status</th>
<th>Current location</th>
<th>Remarks</th>
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<tbody>
<tr>
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<td></td>
<td>Capacity or type</td>
<td>Age</td>
<td>Condition</td>
<td>Presently owned</td>
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ANNEXURE - G

SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information that M/s. ________________________, a customer of our bank, are respectable and can be treated as good for any engagement ________________________________ (Name of the project) upto a limit of Rs. ________ (Rupees ____________________________). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature of the Banker
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:                             


ADDITIONAL CONDITION OF CONTRACT

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

1. Mobilization advance (as applicable) will be payable as per Memorandum and General Condition Contract.

2. The Price adjustment will be considered proportionate value of work as per clause no 3.14 GCC of the client documents.

3. Insurance charges for insurance which will be taken by EPI for the project as per contract with Client shall be borne by PARTY in proportion to value amended work. The PARTY shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the PARTY against work done. The PARTY shall assist EPI in follow up with insurance company in case of any claim related to PARTY’s scope of work. EPI is not liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever.

4. Clause No. 45 off GCC is amended as below: All men, materials (except item(s) machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by PARTY for their portion of work. The amount/rate quoted in their offer by PARTY 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 free issue and other 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. PARTY 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’, complete with all amendments/variations issued prior to issue of work order, for the completion, handing over, maintenance period etc. for the project.

RMC and reinforcement steel shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor free of cost. No wastage for Ready mix concrete is permissible however, Permissible /excess consumption/wastage limit of reinforcement steel shall be 0.05% (Zero point Five percent only) on the theoretical consumption. Excess consumption/wastage of reinforcement steel beyond the maximum permissible limit shall be recovered at the penal rate which is double the prevailing market rate. Unloading, proper storage of all the materials procured by EPI 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 party may be permitted to procure the materials with the prior approval from EPI without any claim on EPI. In such case payment for procurement of such quantum of RMC and reinforcement steel shall be released to the party on receipt of materials at site and against Indemnity Bond in the prescribed proforma.

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 / KPWD 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 shall be submitted to EPI at least 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.

5. Clause no 28.3 of GCC Deleted.

6. The PARTY shall be fully responsible to complete the “Works” 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.

7. The PARTY shall post following minimum competent engineers and supervisory staff at site for day-to-day execution and supervision of its works etc. during the entire duration of the contract including maintenance/defect liability period. The minimum number and level of engineers, supervisors and other personnel to be deployed by the
PARTY should be as directed by EPI. In case the PARTY fails to deploy adequate number of personnel at site/office, EPI after giving seven days notice shall engage the required personnel solely at the risk and cost of the PARTY and debit the cost of the same to the account of PARTY. EPI shall exercise overall management, monitoring and coordination of project. EPI shall not post any staff during maintenance/defect liability period for which the PARTY shall make suitable arrangement to the satisfaction of EPI/Client.

Requirement of Technical Staff for the work

<table>
<thead>
<tr>
<th>Cost of work (Rs. In lakh)</th>
<th>Contract period (Months)</th>
<th>Requirement of Technical Staff</th>
<th>Minimum experience (Years)</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 100</td>
<td>18</td>
<td>(i) Graduate Engineer OR Diploma Engineer</td>
<td>3</td>
<td>Technical Representative</td>
</tr>
</tbody>
</table>

Rate of recovery in case of non compliance of above be stipulated at following rates :-

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Qualification</th>
<th>Experience (years)</th>
<th>Rate of recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>(iii)</td>
<td>Graduate Engineer or Diploma Engineer</td>
<td>3</td>
<td>Rs.20,000/- p.m.</td>
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<td>5</td>
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</table>

8. The PARTY 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 PARTY’s bills on Pro-rata basis for their portion of work or other dues.

9. If desired by EPI, PARTY shall be available/ associate with EPI in meetings/ negotiations with EPI/Client for its portion of work. PARTY shall furnish all information and clarifications as and when required by EPI/Client. The PARTY shall abide by any modifications/changes etc. in tender prices, terms & conditions for its portion of work, agreed by it during negotiations with Client/EPI. Each party shall bear its own expenses for these purposes.

10. The PARTY shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required
quality. The equipment should either be owned by the PARTY or hired/leased. The deployment of equipment by PARTY shall be as decided by EPI and the same shall not be less than the minimum deployment stipulated by the Client, if any, for execution of “Works” and as per schedule agreed with EPI. The PARTY shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the PARTY fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of PARTY, including from its bank guarantees available with EPI.

11. EPI is an ISO-9001 and ISO-14001 Company. The conditions of the ISO as applicable should be followed by the PARTY for implementation & maintaining the established procedures of EPI for this purpose. Following documents have been provided by EPI to PARTY & PARTY confirms receipt of the same:

   a. Quality, Environmental, OH & safety policy
   b. Environmental, Objectives & Targets
   c. Operational control – Noise
   d. Operational control – wastage
   e. Operational control – energy
   f. Operational control – Deforestation
   g. Operational control – Plantation of trees
   h. OH & S. management objects & targets

12. The Works executed by PARTY shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, and Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/sub standard design as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the PARTY without any cost to EPI. In case PARTY fails to rectify the defect/sub-standard work within the time period stipulated by EPI, EPI shall get it rectified at the risk and cost of PARTY and shall recover the amount from the dues of the PARTY.

13. 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.

14. All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and the PARTY on mutatis mutandis basis. The
terms and conditions of this ‘Order’ shall superseded the terms and conditions contained in the Tender Documents of the Client in case of variance in any condition. However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions / exemptions shall not be applicable to the PARTY. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on PARTY.

15. Approved makes for the various items to be considered as given in client documents.