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

East Coast Chambers  
92, G.N. Chetty Road  
T.Nagar, Chennai 600 017  

NIT No.: SRO/MKT/TH/307  
Date: 20.08.2014  

NOTICE INVITING TENDER  


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, experienced, 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>II</td>
<td>Tender for Design, Manufacturing, Assembly, Installation, Testing &amp; Commissioning of Passenger Lifts for Package-II at H.A.L Air Craft Division, Nasik, Maharashtra.</td>
<td>23,40,000/- (Rupees Twenty Three Lakhs Forty Thousand only)</td>
<td>3 (Three months)</td>
<td>46,800/- (Rupees Forty Six Thousand Eight Hundred Only)</td>
</tr>
</tbody>
</table>

1.0 The brief scope of work included in this tender shall include (but not limited to) Design, Manufacturing, Assembly, Installation, Testing & Commissioning of Passenger Lifts. The detailed scope of work is given in the tender documents.  

Time schedule of Tender activities:  
(i) Date & Time for sale/Downloading of tender documents: 20.08.2014 11.00AM to 4.00PM  
(ii) Last Date & Time of submission of Tenders: 02.09.2014 upto 03.00 PM  
(iii) Date & Time of opening tender (Techno-Commercial Bid): 02.09.2014 upto 03.30 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 “Design, Manufacturing, Assembly, Installation, Testing & Commissioning of Passenger Lifts”.

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 31.03.14 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 PF Registration No.& VAT Registration No. in the state of Maharashtra and should have valid Service Tax Registration No. In case, the parties do not have PF Registration No & VAT Registration No. in the state of Maharashtra, and Service Tax Registration No. the same shall have to 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 registered 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, Addendum to Instruction to Tenderers, Memorandum, Additional Conditions of Contract– (Vol-I)
(iii) Technical Specification and Drawings- (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. 2000.00 (Rupees Two Thousand only) (Non-Refundable) by the crossed Demand Draft favoring
Engineering Projects (India) Ltd.” payable at the 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 Alternatively tender documents can also be purchased from the Office of Additional General Manager (Marketing), Engineering Projects (India) Ltd., 3-D, East Coast Chambers, #92, G.N. Chetty Road, T.Nagar, Chennai 600 017 from 11.00 AM to 04.00 PM on all Working days (Monday to Friday) except public holidays, on request of letter along with the tender fees of Rs. 2000.00 (Rupees Two Thousand only) (Non-Refundable) by crossed Demand Draft favoring “Engineering Projects (India) Ltd.” payable at Chennai and relevant experience certificates and other documents duly attested as mentioned at Para-2 of above. The Contractor has to produce original documents for the verification at the time of purchase of Tender Documents. Issuance of Tender Documents to any tenderer shall, however, not constitute that the tenderer is considered to be qualified for the tendered work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory/forged.

6.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs.46,800/-. 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 Performa, 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 with inadequate amount of EMD shall be rejected.

7.0 Deleted

8.0 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.

9.0 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.

10.0 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.
11.0 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.

12.0 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

13.0 Contact details for site releated Queries / Visit:
The Addl. General Manager,
Engineering Projects (India) Ltd.,
‘Construction of Civil, Electrical and other Utilities for Pkgs II in factory area for HAL Nashik’ site.
HAL Nashik,
Maharashtra.
ANNEXURE – A

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>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</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
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 /Service Tax Registration and Clearance Certificate.

o) Contact details (Annexure – G)

p) 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

q) 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.,
3D-East Coast Chambers,
92-G.N.Chetty Road,
Chennai – 600 017.

REF. : Tender for : (Name of the Work as mentioned in NIT)

NIT No.: SRO/MKT/TH/307 dt. 20.08.2014

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.,
3D-East Coast Chambers,
92-G.N.Chetty Road,
Chennai – 600 017.

REF. : Tender for : (Name of the Work as mentioned in NIT)

NIT No.: SRO/MKT/TH/307 dt. 20.08.2014

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.
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.: Design, Manufacturing, Assembly, Installation, Testing & Commissioning of Passenger Lifts for Package-II at H.A.L Air Craft Division, Nasik, Maharashtra

NIT No.: SRO/MKT/TH/307 dt. 20.08.2014

<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>Design, Manufacturing, Assembly, Installation, Testing &amp; Commissioning of Passenger Lifts</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>H.A.L Air Craft Division</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>46,800/- (Rupees Forty Six Thousand Eight Hundred Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs 23,40,000.00 (Rupees Twenty Three Lakhs Forty Thousand only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>3 (Three) 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>Not applicable</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>Not applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>Not applicable</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>
<tr>
<td>xii)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xiii)</td>
<td>Payment Terms</td>
<td>37</td>
<td>1) On supply of 100% material-50% value of P.O 2) On Completion of 100% Installation-30% value of P.O 3) On Testing and Commissioning(handing over)-15% value of P.O 4) Retention Money-05% value of P.O</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td></td>
<td>Details</td>
</tr>
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<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>xiii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9</td>
<td>5% (Two Percent only) of the contract value of the accepted tender in the form of Crossed Demand Draft or Pay Order or Bank Guarantee from any Nationalized Bank / Scheduled Bank within 10 days from the date of issue of letter / fax / telegram of Intent of tender. This shall be valid upto 18 (Eighteen) months after Satisfactory completion and handing over of works.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% of the Contract Value or 10% gross amount of each running bill will be deducted. Such that it reaches to 5% of Contract Value and shall be refunded after Defect Liability Period.</td>
</tr>
<tr>
<td>xv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>18 (Eighteen) months from the date of Completion and Handing over of works.</td>
</tr>
<tr>
<td>xvii)</td>
<td>Compensation for delay</td>
<td>72.0</td>
<td>As per clause no. 72.0 of GCC</td>
</tr>
<tr>
<td>xviii)</td>
<td>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>xix)</td>
<td>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**
FORMAT
**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>
</tr>
</thead>
<tbody>
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**Note: LD - Liquidated Damage**

Signature of the Bidder with Seal
ENGG. PROJECTS (INDIA) LIMITED
(A Government of India Enterprise)

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>
</tr>
</thead>
</table>
Work: (Name of the work as mentioned in NIT)
NIT No: ..........................dt’d................................

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

ANNEXURE - D  

Work: (Name of the work as mentioned in NIT)  
NIT No: ……………………………dtd…………………………  

<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>
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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: ……………………….dtd…………………………

**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>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>Capacity or type</td>
<td>Age</td>
<td>Presently owned</td>
<td>Leased</td>
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ANNEXURE - F

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: ......................................................................................
   ............................................................................................................

Signature of the Bidder
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. 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.

2. 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 carriage 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.

The contractor shall submit RA Bills / Pre-Final / Final Bill along with all relevant documents and no payment shall be released to the contractor in absence of such documents.

3. Clause no 28.3 of GCC Deleted.

4. 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.
5. 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.

6. 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.

7. 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.

8. 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

9. 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.

10. The bid should be submitted in original documents as issued by EPI or as downloaded from the website [www.epi.gov.in](http://www.epi.gov.in) or [www.eprocure.gov.in](http://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.

11. 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.

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