ENGINEERING PROJECTS (INDIA) LIMITED
(A Government of India Enterprise)
Southern Regional Office, Chennai

Tender No. SRO/MKT/TH/308                                                     September 3, 2014

NOTICE INVITING TENDER

1. Tender for the GSB & VDF Work for all six buildings for Construction of Hangars & Utility Buildings & allied facilities, Package-II at HAL, Nasik in sealed cover for items as mentioned in Price Bid and Instruction to tenderer (ITT) enclosed and as per details technical specification.

2. Engineering Projects (India) Ltd., invites the sealed item rate tenders as per the brief particulars of scope of work in this tender shall include (but not limited to) Construction of Hangers & Utility Buildings & allied facilities, etc. (further detailed in Client Document, Volume – I) as specified in Bill of Quantities (BOQ) and Technical specifications’ from the eligible and interested bidders who are well experienced in the similar type of works and the details are given below:

3. Engineering Projects (India) Ltd., invites the sealed tenders as per the brief particulars of scope of work in this tender shall include (but not limited to) GSB & VDF Work for all six buildings as specified in Price Bid / Bill of Quantities (BOQ) and Technical specifications’ from the eligible and interested bidders who are well experienced in the similar type of works and the details are given below:

<table>
<thead>
<tr>
<th>Pkg</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>GSB &amp; VDF Work for all six buildings - Compressor House, Armament Building, Test Station, LGS, MAA building &amp; Power House for Construction of Hangars &amp; Utility Buildings &amp; allied facilities, Package-II at HAL, Nasik.</td>
<td>72,38,395/- (Rupees Seventy Two Lakhs Thirty Eight Thousand Three Hundred and Ninety Five Only)</td>
<td>4 months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
<td>1,44,800/- (Rupees One Lakh Forty Four Thousand Eight Hundred Only)</td>
</tr>
</tbody>
</table>

4. Time schedule of Tender activities:
   (i) Date & Time for downloading tender documents: From 03.09.2014 to 10.09.2014 upto 12:00 Noon
   (ii) Last Date & Time of submission of Tenders: On or before 10.09.2014 by 02.00 PM
   (iii) Date & Time of opening tender (Techno-Commercial Bid): 10.09.2014 at 03:00 PM
5. Contractors who fulfill the following basic qualifying requirements are eligible to participate in the tender. **Joint Venture parties are not allowed to participate in this tender.**

Experience of having successfully executed **similar works**

i. The cost of free issue of materials, if any shall not be included in the completion cost of works.

ii. **Similar works GSB, VDF, RCC Road Work, Civil Superstructure, finishing work.**

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

b) It is desirable to have valid PF Registration No. & VAT Registration No. of the respective state (Maharashtra). In case, the parties do not have PF Registration No. & VAT Registration No. then they will have to give undertaking that they will obtain PF Registration No. & VAT Registration No. within one month of award of work or before release of payment against 1st RA Bill.

c) Should have valid VAT of the respective state (Maharashtra) & Service tax Registration number.

d) 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.

6. EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process without assigning any reason whatsoever.

7. Tender documents comprising of the following are available on the website of: www.epi.gov.in / www.eprocure.gov.in.

   (i) Notice Inviting Tender

   (ii) Instruction to Tenderers & General Conditions of Contract, Memorandum, Form of Tender, Letter of Undertaking

   (iii) Technical Specifications

   (iv) Price Bid / Bill of Quantities

8. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs.1,44,800/-. This can be either in the form of Cross Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank or in Bank Guarantee form (as per Format No. EPI/MMD/F/26 enclosed in GCC) for the full amount of EMD payable favouring “Engineering Projects (India) Ltd., payable at Chennai. Tenders submitted without EMD or
with inadequate amount of EMD shall be rejected. GCC can be downloaded from EPI Website at www.epi.gov.in > Tenders > GCC.

9. The Terms & Conditions contained in this NIT and tender documents shall be applicable.

10. 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.

11. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the www.epi.gov.in / www.eprocure.gov.in. The bidders are required to check EPI’s website regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped.

12. 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 (Lowest) bidders shall be accepted subject to the confirmation of authenticity of the PQ documents.

13. The tenderer is required to submit all the documents duly signed and stamped on each page as token of acceptance.

14. The Tender documents shall be issued by & submitted to -

    The General Manager
    Engineering Projects (India) Ltd.
    3-D, East Coast Chambers
    92, G.N. Chetty Road
    T.Nagar, Chennai 600 017
    Tele fax No. 02550-273001
    Office Phone- 044-28156886
    Contact - 07768996315
ADDITIONAL CONDITIONS OF CONTRACT

1. Commencement and Completion of Project: The date of start of contract shall be reckoned from the date of issue of letter / telegram / FAX of Intent and the total work has to be completed in – 4 (Four) Months.

2. Tender Documents: Following documents shall form the part of contract Documents and the tenderer shall submit these documents along with the other documents mentioned elsewhere in the tender.
   
a. Notice inviting the Tender
b. Letter of Undertaking
c. Form of Tender
d. Memorandum
e. Special conditions of Contract
f. Technical Specifications
g. Price Bid / Bill of Quantities

3. Taxes and Duties:

   The relevant and required documents in respect of VAT assessment / service tax assessment for EPI for availing exemption / deductions by EPI are to be submitted along with each RA bill failing which the VAT Tax levied / suffered by EPI is to be borne by the contractor and will be recovered from the forthcoming bills. The bills are to be submitted in the format required under the respective tax acts indicating input tax.

4. All men, materials, 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 issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. 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’ for the completion, handing over, maintenance period etc. for the project.

5. The final bill payment to the PARTY shall be when PARTY submits Sales Tax /VAT clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.
6. Escalation is not payable. The prices of PARTY shall be firm and fixed till the completion, handing over, Defect liability period, etc. of the contract. Payment of all extra / substituted / variation items etc. related to PARTY’s scope of work admitted and paid by Client, if any, shall also be made by EPI to PARTY proportionately. Any claim by PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.

7. Mobilization Advance, Mobilization advance up to maximum of amount as mentioned in the “Memorandum” to the “Form of Tender” shall be paid to the Contractor on submission of non-revocable and unconditional Bank Guarantee of an equivalent amount in case of interest free Mobilization Advance or for an amount equal to 110% of the Mobilization Advance in case of interest bearing Mobilization advance.

8. The PARTY shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work related to PARTY’s portion of work, the same shall be binding on PARTY and the PARTY has to execute the same at rates paid by the Client less EPI’s markup.

10. 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 or other dues. Otherwise, Liquidated Damages / Compensation for delay shall in general be governed by the relevant clauses of GCC.

11. Issues related to interpretation and claims, if any, related to PARTY’s scope of work, arising out of contract between EPI and Client shall be referred with full justification by PARTY to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on PARTY. EPI at its option may associate the PARTY in the above process of settlement for PARTY's portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and PARTY in proportion of PARTY's offer and EPI's mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and PARTY in proportion of PARTY's contract price with EPI and EPI's mark up towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if any, shall be borne by PARTY alone and the PARTY shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the PARTY, which are not paid by the Client.

12. The party shall plan and execute the “Work” in his scope of work in such a manner that the other works, connected with the “Works” of the party, but not included in Party’s scope of work do not get affected/ delayed.

13. PARTY shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages
whatsoever on such accounts. The PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

14. The contractor shall make necessary safety arrangements at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

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

16. The bid should be submitted in original documents as issued by EPI or as downloaded from the website www.epi.gov.in or www.eprocure.gov.in. No alteration or correction should be made under any circumstances in the bid documents issued by EPI or as downloaded from the website.

17. If there are any provisions / conditions in these Additional Conditions of Contract, which are at variance with the provisions / conditions of General Conditions of Contract of EPI / Client or mentioned elsewhere in the tender, the provisions / conditions in these Additional Conditions of Contract shall take precedence.

18. The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Structure / Building. No claim shall be entertained due to work being executed in the above circumstances.

19. Retention Money – Please refer Memorandum

20. Other Terms and conditions

a. Party shall make its own arrangement for electricity; water etc, at their own cost.

b. In the event of slackness, slow progress of work, delay, bad workmanship and any other defaults on the part of the PARTY, EPI reserves the right to withdraw part of whole of the work and carryout the same at the risk and cost of the PARTY.

c. The bidder should note in figures as well as in words for the rates and amounts quoted by them.

d. EPI reserves the right to split the work. Even after opening the tender EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the Tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.

21. The Contractor shall be responsible for the rectification of defects in the works for a period of eighteen (18) months from the date of taking over of the works by the Owner/Client. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.
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.: ............................... dtd.

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 required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
Date:
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 Price Bid/ Bill of Quantities 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, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

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

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

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

Date the __________________________ day of _______________________________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : _________________________________________

OCCUPATION _________________________________________

ADDRESS  _______________________________________

______________________________________

SEAL OF TENDERER
**MEMORANDUM**

*(ENCLOSURE TO FORM OF TENDER)*

**REF. :**  GSB & VDF Work for all six buildings for Construction of Hangars & Utility Buildings & allied facilities Package-II at HAL, Nasik

**Package-II NIT No. : SRO/MKT/TH/308 dtd. 03.09.2014**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Clause 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>GSB &amp; VDF Work for all six buildings for Construction of Hangars &amp; Utility Buildings &amp; allied facilities, Package-II at HAL, Nasik –</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>HINDUSTAN AERONAUTICS LTD ,NASIK</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>ITEM RATE</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>1,44,800/- (Rupees One Lakh Forty Four Thousand Eight Hundred Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>72,38,395/- (Rupees Seventy Two Lakhs Thirty Eight Thousand Three Hundred and Ninety Five Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>4 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>nil</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>nil</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>nil</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Price Bid / Bill of Quantities</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>60 (sixty) days</td>
</tr>
<tr>
<td>xii)</td>
<td>Payment Terms</td>
<td></td>
<td>As per Special Condition of Contract Cl. No. 7</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td></td>
<td>Details</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------</td>
<td>---</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>xiii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9</td>
<td>5% (Five Percent only) of the contract value of the accepted tender in the form of Crossed Demand Draft / Bank Guarantee from a Nationalized Bank / Scheduled Bank within 15 days from the date of issue of letter / fax / telegram of Intent of tender.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Retention Money</td>
<td></td>
<td>5% of contract sum shall be deducted from RA bills.</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>22 of ACC</td>
<td>18 (Eighteen) months from the date of taking over of works.</td>
</tr>
<tr>
<td>xvii)</td>
<td>Compensation for delay</td>
<td>72.0</td>
<td>As per GCC Cl. No. 72.0</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 at 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**
ANNEXURE - F

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: 

INSTRUCTIONS TO TENDERERS

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

2. The tenderer is required to sign each page of ‘Tender Documents’ and return the complete ‘Tender Documents’.

3. Tenders shall be submitted in sealed envelope marked “Tender for the GSB & VDF Work for all six buildings of Package-II at HAL, Nasik” Contract No. SRO/MKT/TH/308 at the following address by Registered Post or through messenger:

   The General Manager
   Engineering Projects (India) Ltd.
   3-D, East Coast Chambers
   92, G.N. Chetty Road
   T. Nagar, Chennai 600 017
   Tele fac No. 02550-273001
   Office Phone- 044-28156886

4. The tenderer is required to submit their offer in 2 separate sealed and super scribed envelopes indicating the following:-

   1st Envelope (Techno-Commercial Bid)
   The tenderers are requested to furnish the documents required for pre-qualification if any in this envelope.
   In this envelope the tenderer should also keep the EMD (if any), complete ‘Tender Documents’ duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

   2nd Envelope (Price Bid)
   The form of Price Bid duly filled with percentage below or above (+) both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription "Price Bid" No terms and conditions or deviations if any or any other thing should be kept in this envelope.

   The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para. – 3.

5. The tenderers should quote their unit rates in words as well as in figures in the prescribed form of ‘Price Bid’ only. 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 in figure and words the rate quoted in words shall be treated as correct. In case there is discrepancy
between amount worked out the rate quoted shall be taken as correct and not the amount.

Rate shall be entered in space as given in Bill of Quantities and total amount put to tender shall be in figures and words.

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

7. Tenders shall be accompanied by Earnest Money deposit (if any) for the amount indicated in the ‘Covering Letter inviting Tender’ in the form of crossed Demand Draft drawn in favour of “Engineering Projects (India) Ltd.” payable at Chennai or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed proforma valid for 120 days from the due date of tender. Tender not accompanied with Earnest Money (if any) are liable to be rejected.

This must be submitted in 1st envelope super scribed as “Techno –Commercial”. The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

8. The EPI’s format for Bank Guarantee towards ‘Earnest Money Deposit’ and “Security Deposit cum Performance Guarantee” is enclosed herewith.

9. 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.

10. EMD deposited shall be returned to the unsuccessful tenderer after decision has been taken by EPI on the tenders received.

11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit / returned on receipt of Security Deposit and unconditional acceptance of the order.

12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board. Resolution executed as under shall accompany the ‘Tender Documents’.

a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.
13. The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI.

14. 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 or submitted without/inadequate EMD.

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.

15. No deviation shall be allowed from the terms and conditions stipulated in the ‘Tender Documents’ and tender containing deviations are liable to be rejected. If any Deviation is inescapable, the same must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these ‘Tender Documents’. EPI does not bind itself to accept any or all deviations. Normally no deviation is accepted.

16. EPI reserves the right to split the work.

17. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

18. These ‘Instructions to Tenderers’ shall form part of the ‘Tender documents’.

19. In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees as specified in ‘Tender Documents’ within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited. The successful tenderer may also be required to enter into contract agreement with EPIL.

20. 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.

21. 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.
22. In case the tender cannot be submitted by any tenderer 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.

23. The order shall be governed by the Laws of Land for the time being in force.

24. Jurisdiction: All disputes shall be subject to Chennai Courts alone.

25. Tenderer shall submit the following documents along with their tenders in the first envelope (Techno-Commercial Bid)

   a) List of works executed during the last 5 years indicating name of the client, value, date of start and completion.

   b) List of works under execution indicating name of the client, value, date of start and completion.

   c) Audited balance sheet and profit and loss account for the last 3 years.

   d) Registration Certificate/Memorandum of Association/Partnership Deed.

   e) Copy of Provident Fund Number allotted by PF authorities.

   f) TIN & VAT Registration & Service Tax Registration

Seal and signature of the tenderer
SPECIAL CONDITIONS OF CONTRACT

1. The following Special Conditions of Contract shall be read in conjunction with General Conditions of Contract (GCC). If there are any provisions in these Special Conditions of Contract, which are at variance with the provisions of General Conditions of Contract (GCC), the provisions in these Special Conditions of Contract shall take precedence.

2. Scope of Work

   The work involves GSB & VDF flooring work where murum for GSB shall be supplied by EPI in vicinity on chargeable basis of Rs. 460.92 per cum and reinforcement steel and RMC shall supplied by EPI on accountable basis for Contract No. NK/FW/CAP-ROH-577/2010-11 of Hindustan Aeronautical Limited (hereinafter referred to as “Works”) as per Technical specifications, Designs, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents of the Client/Client’s consultant and its amendments/clarifications etc. received from Client from time to time.

3. Inclusion in Scope of work

   Following shall also form part of scope of work in addition to above;
   i. Unloading of all Plant & Materials, under the scope, at store yard which shall form part of the work.
   ii. Safe custody of all plant and materials to be used for the work.
   iii. Providing round the clock security to all plant and materials issued as free issue materials by EPIL.
   iv. Any damage or lost of plant & material handed over to the contractor shall be made good by the contractor without any cost to EPIL.
   v. Assist Client/EPIL in getting all the permissions from concerned department/authority for executing the above work in the scope.
   vi. To liaise with client/consultant for getting clearance of work and for uninterrupted completion of project.
   vii. To assist EPIL for lodging claim if any with the insurance agency for damage caused to the plant, equipment, materials & site work due to theft, riots & strikes, etc for contractor scope of work.

4. QUALIFICATION OF BIDDERS

   To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT). The Bidders are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of bidders who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the bidders.

5. DISQUALIFICATION

   In addition to clause No. 14 of Instructions To Tenderers (Suppliers), the bidders may note that they are liable to be disqualified and may not be considered for the opening of Price Bid if;
6. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the successful bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.

7. **PAYMENT TERMS**

The following shall be added to Clause No.37.0. of GCC:

The bidder shall reimburse the EPI all costs, charges, damages or expenses which the EPI may have paid or incurred on behalf of the bidder, if and to the extent to which the bidder is liable under this Contract to pay within thirty (30) days upon written request of the Engineer, failing which such costs, charges, damages or expenses shall be deducted by the EPI from any money due or becoming due by the EPI to the bidder under this Contract or any other Contract failing which such amounts shall be considered as debt from the successful bidder to the EPI and shall be recoverable accordingly.

Payments shall be released as per GCC Clause No. 37.0, except Clause No. 37.1 which is modified as follows –

37.1 The bill shall be submitted by Contractor each month on or before the date fixed by the Engineer-In-Charge for all works executed in previous months. The Contractor shall prepare computerized bills using the program as approved by Engineer-In-Charge as per prescribed format/proforma. The Contractor bills Subject to clause 37.03 herein below,

The 90% payment due to the Contractor shall be made within fifteen days of getting the measurements verified from the Engineer-In-Charge or his subordinate/representative and certification of bill by the Engineer-In-Charge. 5% of contract sum shall be deducted from RA bills as retention money. Further 5% bill amount will be withheld towards non-submission of PF related document, if any.

Cl. No. 37.2 to 37.4 – no change.
Taxes and Duties:

All Taxes, Duties, Levies, Entry Tax, Royalties, Turnover Tax, and other expenses etc applicable as per state govt. /central govt. for the “Works” are included in the sub-contract price. The payment of all the taxes applicable on the Party’s Contract value shall be responsibility of the PARTY and is included in the Sub-Contract price of the PARTY.

8. The Retention Money shall be deducted from each running bill of the Contractor at 10% (ten percent only) of the gross value of the Running Account bill maximum up to 5% of the Accepted Contract Amount. The Earnest Money Deposited (if any) by the tenderer in the form of Demand Draft will be treated as part of the Retention Money. The Retention Money shall be refunded to the Contractor as per GCC clause.

9. All men, materials, binding wire, tools and plants, etc., aggregates & sand, machinery, infrastructure, resources etc. except murum at HAL factory quarry area (on chargeable basis), RMC and reinforcement steel which shall be supplied by EPI as free issue material, 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, entry tax, TOT, etc., all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, Statutory contributions, preparation of all required shop drawings etc., other expenses whatsoever, incurred on execution and completion 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’ for the completion, handing over, defect liability period etc. for the project.

All materials, labours, tools and tackles etc. will be supplied by contractor as per specification and approved make; except RMC & reinforcement steel which shall be supplied by EPIL free of cost.

The contractor is responsible to avoid wastage of RMC & if found responsible, twice the rate of production/procurement of concrete shall be recovered from bills of contractor. Wastage due to bad quality shuttering/staging, non-utilisation or delay in pouring concrete shall be on contractor’s account.

Unloading & safe custody of reinforcement steel is contractor’s responsibility. Allowable wastage is 0.5% and wastage beyond shall be recovered as per landed cost of steel. The allowable wastage will be given credit to party & 25% of market price towards scrap shall be recoverable.

Electricity & water source will be given by EPI on chargeable basis.

The required gate pass shall be arranged by EPI.

The payment will be made on satisfactory completion of works and certification by EPI Engineers. Statutory deductions shall be made as per applicable rates.

The agency has to comply / obtain all necessary approval from concerned authority like PF, Labour laws, safety rules, etc.
The material like sand, aggregates etc. should be invoiced in the name of EPI as Consignee as same has to produce to HAL while billing and measurement purpose.

10. Insurance for the project & workmen compensation policy shall be taken by EPI for the project as per contract with Client. 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.

11. All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the manufacturing units/works for the inspection of materials, equipment etc. under the scope of work of PARTY shall be borne by the PARTY if applicable under the contract between EPI and Client.

12. Advance against mobilization, if required will be paid against Bank Guarantee only. Additionally charges for arranging Bank Guarantee by EPI for the same shall be borne by the Contractor.

13. Payments as and when received by EPI from the Client for PARTY’s portion of work shall be released to PARTY within seven working days of its receipt by EPI including mobilization advance etc. if any and other recoveries.

The final bill payment to the PARTY shall be released only after receipt of corresponding payment from client and other PARTY submits EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.

The party shall have no claim on EPI in case the payments are delayed by the client due to any reason whatsoever.

14. The PARTY shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ’Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work related to PARTY’s portion of work, the same shall be binding on PARTY and the PARTY has to execute the same at rates paid by the Client less EPI’s markup.

15. In case PARTY is awarded the “Works” and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of “Works”, as determined by EPI/Client, then EPI shall give 15 days written notice to PARTY to achieve the specified quality and/or to deploy adequate resources to the satisfaction of EPI, for timely completion of “Works”. Upon expiry of the notice period, if PARTY fails to achieve specified quality and/or fails to take action for timely completion of “Works”, then EPI shall have option to withdraw the remaining work partly or in full from PARTY and get the same executed at the risk and cost of the PARTY from alternative agency/agencies besides encashment of the guarantees submitted by the PARTY to EPI. The decision of EPI in this regard shall be final and binding on the PARTY.

16. The PARTY shall post adequate 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 defect liability period. The minimum number and level of engineers, supervisors
and other personnel to be deployed by the PARTY for his part of work should be as per the list specified in ‘Details of Management & Technical Personnel’ of contract document with client and as directed by EPI. In case the PARTY fails to deploy adequate number of personnel at site/office, EPI after giving seven day’s 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 defect liability period for which the PARTY shall make suitable arrangement to the satisfaction of EPI/Client.

17. 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 or other dues.

18. The PARTY confirms that it holds EPF Code number, TIN, VAT, Service Tax etc. as applicable as per prevailing law in India/local state govt. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The PARTY shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearances etc. for the project at their own cost. The PARTY shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by PARTY as per statutory requirements and rules and shall be produced by the PARTY on demand if required.

19. The PARTY shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI. The PARTY shall be responsible for reconciliation of issue material with Client/ EPI, if any free issue items to the PARTY and PARTY shall make arrangements for safe up keeping / custody of the material and final reconciliation also to be done by the PARTY. In case there is any shortfall of free issue items found during reconciliation, recovery at double the cost of materials prevailing at that time of recovery shall be made from the PARTY’s due payment.

20. The PARTY will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client’s Consultants, all other agencies including Government and Statutory bodies etc. shall be done through EPI only. PARTY shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc. as required by EPI/ Client for proper execution and successful completion of the “Works”.

21. 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.

22. In case of non-approval of PARTY’s association for the Project by the Client and/or by the corporate office of EPI due to any reasons whatsoever at any stage of the “Works”, the PARTY shall have no claim on EPI.

23. Income tax shall be deducted as per the prevailing rate of tax applicable.

Signature of the Bidder with Seal
24. The party shall plan and execute the "Work" in his scope of work in such a manner that the other works, connected with the “Works” of the party, but not included in Party’s scope of work do not get affected / delayed.

25. The PARTY shall deploy sufficient plant & equipment, as specified in schedule of Plant & Equipment of contract document with client, of the required capacity and in good working condition for completion of the works in stipulated time with required quality and as mentioned in condition of contract agreement of Client with EPI. 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.

26. PARTY shall ensure compliance with all Local Laws, Rules, Regulations etc. as applicable in India or may be applicable during the course of execution, defect liability period etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. The PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

27. EPI is an IS0-9001 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

28. The work 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 works as brought out in the report or noticed otherwise at any time during execution, defect notification 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.
29. EPI has agreed to associate PARTY on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of PARTY submitted by PARTY to EPI. In case, at a later stage if it is found that the PARTY has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of PARTY with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate this order solely at its option. In this eventuality the PARTY shall be liable for the losses suffered by EPI and further PARTY shall have no claim on EPI, whatsoever.

30. The “Parties” shall make efforts to settle disputes, if any, amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on the “Parties”. Arbitration will be according to “Conciliation & Arbitration” clause of GCC.

31. 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 supersede 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, Govt. of India, 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.

32. The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 25% to the quantities mentioned in the Price Bid.