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

3D, EC Chambers,
92, G N Chetty Road,
T Nagar, Chennai

Tender No: SRO/MKT/TH/323                  Date: 15.10.2014

NOTICE INVITING TENDER

Tender for Construction Of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu – HVAC Works.

Engineering Projects (India) Ltd invites the sealed Item rate tenders on behalf of HLL Healthcare Limited, a PMC engaged by the Ministry of Health & Family Welfare, Govt. of India as per the brief particulars of scope for the Construction of Super Specialty Hospital for Govt. Rajaji Medical College, Madurai, Tamil Nadu in two bids (Technocommercial–Envelope1 and Price bid-Envelope-2, Both the envelopes shall be kept in a Third envelope) from well equipped, experienced, financially sound, interested Contractors / eligible Firms for the following works:

<table>
<thead>
<tr>
<th>Package</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Earnest Money</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of Super Speciality Hospital for Govt. Rajaji Medical College, Madurai, Tamil Nadu – HVAC WORKS.</td>
<td>Rs. 2,33,19,604.95 (Rupees Two Crore Thirty Three Lakhs Nineteen Thousand Six Hundred Four and paise Ninety Five Only)</td>
<td>Rs. 4,66,392.00 (Rupees Four Lakh Sixty Six Thousand Three hundred Ninety Two Only)</td>
<td>07 (Seven) Months</td>
</tr>
</tbody>
</table>

1.0 The brief scope of work in this tender shall include (but not limited to) supply, installation, testing, commissioning & maintenance upto Defect Liability Period of HVAC System for Govt. Rajaji Medical College, Madurai, Tamil Nadu. 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: 15.10.2014 to 26.10.2014

(ii) Last Date & Time of submission of Tenders: On or before 27.10.2014 - up to 3.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 27.10.2014 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/ specialized agencies who fulfill the following requirements shall be eligible to apply. The Joint Ventures are not accepted.

The contractor/ specialized agency should be a reputed manufacturer of Chillers, based either in India (or abroad) with an Indian Branch and having a long standing experience of 7 years or more in the supply in the manufacture, supply, installation, testing, commissioning & maintenance of HVAC system.

The contractor/ specialized agency should have satisfactorily installed and commissioned in India under their own name at least two similar air-conditioning systems each costing not less than Rupees 2 Crore (at least one of them in Central Government/ Central Government Autonomous Bodies/ Central Government PSUs) each with minimum 140 TR capacity or one similar air-conditioning system costing not less than Rupees 2.50 Crore with minimum 140 TR capacity during last five years ending last day of the month of July’ 2013. Certificate of satisfactory completion/ commissioning and working of the plants with date of completion, value as per final bill paid duly certified by the authorized official not below the rank of Executive Engineer/ Project Manager to be enclosed. In case of Foreign Firms, the total installed capacity shall not be less than 2500 TR for buildings/Hospitals.

The contractor/ specialized agency should have an established service centre operating in Tamilnadu.

b) It is desirable that the bidder should have valid PF Registration No and VAT Registration No. in the state of Tamil Nadu. In case, the parties do not have PF Registration No, VAT Registration No. in the state of Tamil Nadu, the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.

Even though an applicant/ bidder may satisfy the eligibility criteria, EPI reserves the right to reject 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 Tenderers 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.eprocuire.gov.in

(i) Notice Inviting Tender
(ii) Instruction to Tenderers & General Conditions of Contract, Addendum to Instruction to Tenderers, Memorandum, Form of Bid, Letter of Undertaking, – (Vol-I).
(iv) Price Bid containing Summary Sheet, Bill of Quantities - (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. 2,000.00 (Rupees Two 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 CI 1.0(a) to 1.0 (f) 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 Executive Director, Southern Regional Office, Engineering Projects (India) Ltd, 3D, EC Chambers, 92 G N Chetty Road, T Nagar, Chennai 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. 2,000.00 (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 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 construe that the tenderer is considered to be qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory/forged.

6.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of **Rs. 4,66,392.00 (Rupees Four Lakh Sixty Six Thousand Three hundred Ninety Two Only)**. 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 adequate amount of EMD shall be rejected.

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 Tender documents shall be issued by and submitted to:

General Manager  
Engineering Projects (India) Ltd.  
3D, EC Chambers,  
92, G N Chetty Road.  
T Nagar, Chennai - 600017

Tel. No. – 044-28156421/Fax No. – 044-28156629
ADDENDUM TO INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION

(a) 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 (i) in addition to Clause No. 1.0 (i) to (vi) given in Page No. (1) of “INSTRUCTIONS TO TENDERERS”.

(b) The tenderer who shall download the tender documents directly from EPI’s website they have to submit tender fees of Rs. 2,000.00 (Rupees Two Thousand Only) (Non-refundable) by Crossed Demand Draft / Pay Order favouring “Engineering Projects (India) Ltd.”, payable at Chennai with their bid in Envelope – 1.

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 unconditionally accept the tender conditions, deposit the required Earnest Money, who meets the qualifying criteria mentioned in Clause No. 1.0 (a) to 1.0 (i) of NIT, submit tender fees as defined above in Clause 1.0 (b) 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-conditioned 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.
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 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 provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

HLL Healthcare Limited, a PMC engaged by the Ministry of Health & Family Welfare, Govt. of India, intends to undertake the Construction a Super Specialty Hospital for Govt. Rajaji Medical College, Madurai, Tamilnadu. Stipulated date of commencement of work by EPI is 24.02.2014 with completion time 18 months.

3.0 Scope of work:

The brief scope of work in this tender shall include (but not limited to) supply, installation, testing, commissioning & maintenance upto Defect Liability Period of HVAC system, which will be a chilled water system incorporating water cooled screw type chillers, cooling towers, water circulation pumps, Air Handling Units (AHUs), Fan Coil Units (FCUs) and other accessories.

Apart from above, any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out on item rate basis as per bill of quantities and tender conditions and the price quoted by the tenderer shall remain FIRM throughout the tenure of the contract.

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out of ITT (Vol-I) of the Tender. The Tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of tenderers 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 tenderers.

5.0 DISQUALIFICATION

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 (ten) years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of
litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the selection committee.

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 contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

6.0 (a) The set of tender documents shall contain one set of hard copy of tender drawings. The original hard copy of tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer and shall form part of agreement.

(b) The tenderer who have downloaded the tender documents and drawings from EPI’s website shall also submit one set of hard copy of tender documents along with set of tender drawings duly signed and stamped by the tenderer and shall form part of agreement.

7.0 SPECIFICATIONS

i) All works in general are to be carried out in accordance with the CPWD Specifications, BIS codes, handbooks etc. which are detailed in technical specification separately attached with this tender. All items shall be as per approved makes detailed in technical specification attached with this tender.

ii) This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract.

iii) The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably be inferred there from and if the contractor finds any discrepancy in the specifications and drawings and between the drawings, he shall immediately and in writing refer the same to the employer who shall decide which is to be followed.

vi) The work order/LOI will be issued by EPI and handing over of the site and date of commencement of the contract shall be within 10 (ten) days of issue of such letter.

8.0 PRICE ESCALATION

Price escalation is not applicable.

9.0 MOBILIZATION ADVANCE – Mobilization advance upto 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 for an amount equal to 110% of the Mobilization Advance.

10.0 **WATER & ELECTRICITY** – The required water and electricity to be arranged by the tenderer only.

11.0 **RETENTION MONEY** - Clause no. 10.0 of GCC shall be modified as under:

The retention money shall be deducted from each running bill of the Contractor at 5% (five percent only) of the gross value of the Running Account. The Earnest Money Deposited 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 Contactor after expiry of defects liability period or on payment of the amount of the final bill whichever is later.

12.0 **TAXES AND DUTIES** – Sub-clause no. 13.1 of Clause 13.0 of GCC shall be modified as under. Sub-clauses no. 13.2, 13.3, 13.4 & 13.5 of clause no.13.0 stand good.

“The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as excise duty, custom duty, sales tax, including the purchase tax, consignment tax, work contract tax, VAT or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, cess, labour cess, professional taxes, levy and other tax (es) or duty (ies) which may be specified by Local / State / Central Government from time to time on all materials, articles which may be used for this work. The rates quoted by him in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, etc. The imposition of any new and / or increase in the aforesaid taxes, duties, levies (including fresh imposition of work contract tax, turnover tax, sales tax on work contract, VAT or any other similar tax) etc. during the currency of the contract shall be borne by contractor and shall not be paid or reimbursed to the contractor by EPI. In the event of non-payment / default in payment of any octroi, royalty, cess, labour cess, professional taxes, turnover tax, sales tax, including the purchase tax, consignment tax, work contract tax, VAT, or any other similar tax in the state concerned, customs, excise or any other levy / tax including labour dues etc. by contractor, EPI reserves the right to withhold the dues / payments of contractor and make payment to Local / State / Central Government authorities or to labourers as may be applicable. The contractor should submit along with the Tender Registration Certificates with Sales Tax on works contract authority etc. otherwise appropriate recovery shall be made from his bills. **Service Tax is not applicable for this project**.

13.0 Clause No. 28.3 of GCC stands deleted

14.0 **SECURED ADVANCE on Non-Perishable Materials Provided by the Contractor**: The contractor on signing an indenture in the form to be specified by the Engineer-In-Charge of HLL, shall entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Engineer-In-Charge non-perishable, no-fragile and non-combustible and are in accordance with the contract
and which have been brought on the site in connection therewith and are adequately stored and / or protected against damage by weather on other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clause of the contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-In-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such the contractor in this matter. No secured advance shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc..

15.0 COMPLETION AND TAKING OVER

As soon as the project is finally completed, the Contractor shall inform EPI and EPI shall in turn inform to HLL Lifecare Limited. HLL Lifecare Limited shall nominate a Board of Officers for checking/ verification of completed work as per the scope of work for final taking over the project.

16.0 A final certificate of rectification of all defects pointed out by the handing over taking over board detailed by HLL Lifecare Limited /EPI and / or during defect liability period shall be obtained from the nominated officer of HLL Lifecare Limited /EPI prior to releasing of the Security deposit by EPI.

17.0 Clause No. 72.4.1 of GCC stands modified as under :

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (mile stones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the time deadlines of the completion period and / or milestones of time and progress chart provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work.

In case entire work is completed within the total time period of completion or extended period of completion allowed, the compensation for delay due to not achieving progress at intermediates stage, if any, shall be refunded without any interest charges.
18.0 JURISDICTION:

The courts in Chennai alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all matters.

19.0 PLANT & MACHINERY

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as per contract documents.

The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

20.0 The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

a) Completion certificate issued by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).

b) Computerized stage wise payment schedule.

c) No claim certificate by the contractor.

d) No claim certificate from the sub-agencies / venders engaged by the contractor.

e) ‘As built’ drawings.

f) Periodical services and measurement books.

g) Drawings for layout of underground cables and details showing location of sluice valves, electric cable joints etc.

h) All operation and maintenance manuals.

i) All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in scope of Contractor.

j) Manufacture’s guarantee of various machines / equipments installed as part of works.

21.0 The Tenderers must understand that the items marked in schedule of work are actual items to be executed. Alteration, omission, deduction or addition from / to these items is at the discretion of the employer without effecting the terms of the contract.

22.0 Working and Construction Drawings.

The specialized agency/ successful tenderers shall prepare shop drawings and all works shall be according to approved working drawings. Shop drawing shall give dimensions and shall incorporate the requirements of the client. Approval of drawings does not relieve the contractor of his responsibility to meet the intent of the specifications. All such drawings for approval shall be submitted in 06 copies to the construction teams. In addition, the specialized agency/ successful tenderers shall submit manufacturer details and get them
approved before ordering. This has to be done whether the materials/equipment are one of the approved makes or not.

23.0 Time of Completion

The entire work as per offer shall be completed within **07 (Seven)** months from the date of issue of work order. The time of completion is firm and final and supersedes any other time mentioned elsewhere in any clause(s) of tender document.

The period of completion given includes the time required for mobilization and testing as well, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge including the monsoon season.

The Contractor shall scrupulously adhere to the targets/program as envisaged in his micro-plan of work program by deploying adequate personnel and construction tools and tackles and he shall also supply all materials of his scope of supply in time to achieve the targets set out.

The Contractor shall give every day a report on category-wise labour and equipment deployed along with the progress of work done on previous day. The progress of work shall be proportionate to completion time.

Time is the essence of this contract and the allotted work must be completed within the specified time. Extension of time may be granted in very exceptional circumstances if the work gets delayed due to the reasons beyond the control of the successful bidder. This clause of extension of time will have precedence over any other similar clauses if they are at variance with this clause. There will be penalty for non-completion of the work in time as indicated elsewhere.

In case the successful bidder i.e. the contractor fails to execute the work as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of work, as determined by EPI/Client, then EPI shall give 15 days’ notice to the contractor in writing to achieve the specified quality and/or deploy adequate resources to the satisfaction of EPI, for timely completion of work. Upon expiry of the notice period, if the contractor fails to achieve specified quality and/or fails to action for timely completion of work, then EPI shall have option to withdraw the remaining work PARTLY or in FULL from the contractor and get the same executed at the risk and cost of the from alternative agencies with 10% EPI Overheads besides encashment of guarantees submitted by the parties to EPI. The decision of EPI in this regard shall be final and binding on the contractor.

24.0 The Contractor shall comply with all the provisions of the following statutory acts or any modifications thereto and the rules made there under from time to time.

- Indian Factories Act 1948
- Payment of Wages Act 1936
- Minimum Wages Act 1948
- Employers Liability Act 1938
- Apprentices Act 1961
- Workmen’s Compensation Act 1923
- Industrial Disputes Act 1947
- The Maternity Benefits Act 1961
- Contract Labour (Regulation and Abolition) Act 1970
- Employment of Children Act 1933
- Provident Funds and Miscellaneous Provisions Act 1952
- The Employee’s Pension Scheme 1995

25.0 The Contractor shall indemnify EPI against any payments to be made as hereunder and for the observance of the provisions of the aforesaid Acts.

Should a report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act 1970, EPI shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a worker or workers by the reason of non-fulfillment of the Conditions of the Contract relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract or non-observance.

26.0 Association of the party / tenderer for the project is subject to approval of client / HLL. In case association of party for the project not approved by the client, the party shall not have any claim on EPI

27.0 Insurance charges for insurance to 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.

28.0 The PARTY shall post adequate competent engineers and supervisor 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 co-ordination 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.
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED
3D, East Coast Chambers,
92, G N Chetty Road,
T Nagar, Chennai-600017

Ref.:  Construction Of Super Speciality Hospital For Govt. Rajaji Medical College,
Madurai, Tamil Nadu – HVAC Works.

NIT No. :  SRO/MKT/TH/323 dated 15.10.2014

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 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

Dated: ___________________
FORM OF TENDER

To,

ENGINEERING PROJECTS (INDIA) LIMITED
3D, East Coast Chambers,
92, G N Chetty Road,
T Nagar, Chennai-600017

Ref.: Construction Of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu – HVAC Works.

NIT No.: SRO/MKT/TH/323 dated 15.10.2014

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 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, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the tender documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.

Signature of the Bidder with Seal

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EPI
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.:** Construction Of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu – HVAC Works.

**NIT No. :** SRO/MKT/TH/323 dated 15.10.2014

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Construction of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu – HVAC WORKS.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Ministry of Health &amp; Family Welfare (Govt. of India) / HLL Lifecare Limited (PMC)</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 4,66,392.00 (Rupees Four Lakh Sixty Six Thousand Three hundred Ninety Two Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 2,33,19,604.95 (Rupees Two Crore Thirty Three Lakhs Nineteen Thousand Six Hundred four and paise Ninety Five Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for Completion of Work</td>
<td>NIT</td>
<td>Total work to be completed in 07 months in accordance with the time schedule of completion of work in the tender documents</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8.0 (GCC)</td>
<td>10% (Ten percent) of Contract Value.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>--</td>
<td>SBI PLR Plus 2%</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Installments for recovery of Mobilization Advance</td>
<td>--</td>
<td>As per GCC</td>
</tr>
</tbody>
</table>

Signature of the Bidder with Seal
x) Schedule of Rates applicable --

xi) Validity of Tender 4.0 (GCC) 90 (Ninety) Days from the date of opening of price bid.

xii) Security Deposit cum Performance Guarantee 9.0 (GCC) 5.00% (five percent only) of contract value within 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.

xiii) Retention Money 11.0 (ACC) 5.00% (five percent only) of the contract amount which shall be deducted in the manner set out in this contract.

xiv) Time allowed for starting the work 43.0 (GCC) The date of start of contract shall be reckoned 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.

xv) Defect Liability Period 74.0 (GCC) 12 (twelve) Months from the date of taking over of works.

xvi) Jurisdiction 17.3 (ACC) Courts in Chennai

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS):

OCCUPATION:

ADDRESS:

SEAL OF TENDERER

Signature of the Bidder with Seal Page 18 of 19 EPI
ADDENDUM TO TECHNICAL SPECIFICATION

Ref.: Construction Of Super Speciality Hospital For Govt. Rajaji Medical College, Madurai, Tamil Nadu – HVAC Works.

NIT No.: SRO/MKT/TH/323 dated 15.10.2014

The portion of the technical specification applicable for this tender shall be referred in accordance with the scope of work for this tender.