NOTICE INVITING TENDER

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

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

<table>
<thead>
<tr>
<th>Package No.</th>
<th>NAME OF WORK</th>
<th>ESTIMATED COST (RS)</th>
<th>TIME OF COMPLETION</th>
<th>EMD DEPOSIT (RS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Package-III)</td>
<td>Tender for Electrical works for Construction of New Building (G+3) for Chemical Sciences (Package – III) at IISC Campus, Bangalore</td>
<td>92,90,900/- (Rupees Ninety Two Lakhs Ninety Thousand Nine Hundred Only)</td>
<td>5 (Five) Months</td>
<td>93,000/- (Rupees Ninety Three Thousand Only)</td>
</tr>
</tbody>
</table>

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

(i) Date & Time for sale/Downloading of tender documents: From 19.12.2014 to 29.12.2014 up to 12.00 PM
(ii) Last Date & Time of submission of Tenders: On or before 29.12.2014 -up to 3.00 PM
(iii) Date & Time of opening tender (Techno-Commercial Bid): 29.12.2014 at 3.30 PM

1.0 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. 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.

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.

The ‘similar works’ shall mean “Building Electrical works “
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. It is desirable that the bidder should have valid PF Registration No. & VAT Registration No. in the state of Karnataka 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 Karnataka, and Service Tax Registration No. the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.

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 (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in > Tenders > GCC, Addendum to Instruction to Tenderers, Memorandum, Additional Conditions of Contract, Client Document – Instruction to Tenderers and General Conditions of Contract (Vol-I)
(iii) Technical Specification (Vol-II)
(iv) Price Bid / Bill of Quantity - (Vol-III)
4.0 The complete tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website www.epi.gov.in & CPP: Portal: www.eprocure.gov.in. Relevant experience certificates and other documents as mentioned above Cl 1.0(a) to 1.0(g) duly attested by the Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion certificates from the clients shall be in the name of the company who is submitting the tender. The Contractor has to produce original documents for the verification as and when demanded. The tender of any tenderer shall be rejected if in the detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory/forged. The decision of EPI in this regard shall be final and the binding the tenderer.

5.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 93,000/- (Rupees Ninety Three Thousand 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 within adequate amount of EMD shall be rejected.

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

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

8.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

9.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/CPP portal. The bidders are required to check EPI’s website/CPP Portal regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped. All bidders are advised to check especially EPI website www.epi.gov.in regularly.
10.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents/BG from the concerned department/bank.

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

Group 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
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
6. Client Document
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 (b) 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 unconditionally accept the tender conditions, deposit the required Earnest Money, who meets the qualifying criteria mentioned in Clause No. 1.0 (a) of NIT 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 / being 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) Audited balance sheet and profit and loss account for the last 3 years.

c) Copy of latest income-tax returns filed.

d) Details of manpower to be deployed exclusively for this work (Annexure – B).
e) Details of Construction Plants & Equipments, tools and plants to be deployed exclusively for this work (Annexure - C)

f) Credentials and completion certificates.

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

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

i) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

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

k) Latest Sales Tax /VAT Registration Certificate.

l) Contact details (Annexure – E)

m) PAN (Permanent Account Number of Income Tax).
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)
(TO BE TYPED ON LETTER HEAD)

To

The Group General Manager
Engineering Projects (India) Ltd.
3-D, East Coast Chambers
92, G.N. Chetty Road
T. Nagar, Chennai 600 017

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

NIT No ............................  Dt. 

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of clause 1.2 and 1.3 of (GCC) the Tender Documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
Date:

Signature of the Bidder with seal
FORM OF TENDER
(TO BE TYPED ON LETTER HEAD)

To

The Group General Manager
Engineering Projects (India) Ltd.
3-D, East Coast Chambers
92, G.N. Chetty Road
T. Nagar, Chennai 600 017

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

NIT No .................................  Dt.

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this
   “Form of Tender” as per Tender Documents within the time schedule of
   completion of work as per separately signed and accepted rates in the Priced Bill
   of Quantities / Summary of Cost quoted by me / us for the whole work in
   accordance with the Notice Inviting Tender, Conditions of Contract, Specifications
   of materials and workmanship, Bill of Quantities Drawings, Time Schedule for
   completion of jobs, and other documents and papers, all as detailed in Tender
   Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all
   respects and in different stages mentioned in the “Time Schedule for completion
   of jobs” and signed and accepted by me/us is the essence of the contract. I/We
   agree that in case of failure on my/our part to strictly observe the time of
   completion mentioned for jobs and the final completion of works in all respects
   according to the schedule set out in the said “Time Schedule for completion of
   jobs” and stipulations contained in the contract, the recovery shall be made from
   me/us as specified therein. In exceptional circumstances extension of time which
   shall always be in writing may, however be granted by EPI at its entire discretion
   for some items, and I/We agree that such extension of time will not be counted
   for the final completion of work as stipulated in the said “ Time schedule of
   completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance
   Guarantee, Retention Money and accept the terms and conditions as laid down in
   the “Memorandum” to this “Form of Tender”.

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

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

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

Date the __________________________ day of __________________________________________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : _________________________________________

OCCUPATION _________________________________________

ADDRESS  _______________________________________

______________________________________

SEAL OF TENDERER
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

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


<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Tender for Electrical works for Construction of New Building (G+3) for Chemical Sciences (Package-III) at IISC Campus, Bangalore.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>IISC, Bangalore</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 93,000/- (Rupees Ninety Three Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 92,90,900/- (Rupees Ninety Two Lakhs Ninety Thousand Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>5 (Five) months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>5% (Five Percent Only) of Contract value on submission of non-revocable and unconditional Bank Guarantee as per Clause no 8.0 of GCC.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>SBI PLR Plus (+) 2% (two percent only) per annum</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>Recovery of mobilization advance as per GCC Clause no. 8</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Priced BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Price Adjustment Formula</td>
<td>-</td>
<td>Not applicable</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Value</td>
<td>Details</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td>xii)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</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 90 (ninety) days after the end of defect liability period.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>6.5% of the gross amount of each running bill will be deducted.</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>12 (Twelve) months from the date of taking over of works.</td>
</tr>
<tr>
<td>xvii)</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>xviii)</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

Signature of the Bidder with seal
FORMAT
ANNEXURE - A

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

NIT No:..................................dt

LIST OF WORKS EXECUTED / BEING 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>
<tr>
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</tbody>
</table>

Note: LD - Liquidated Damage

Signature of the Bidder with seal
ANNEXURE - B

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

NIT No: …………………………dtd…………………………

**DETAILS OF MAN POWER TO BE DEPLOYED**

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Position</th>
<th>Name</th>
<th>Qualification</th>
<th>Year of Experience (General)</th>
<th>Years of experience in the proposed position</th>
</tr>
</thead>
<tbody>
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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.
**ANNEXURE - C**

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>
<td></td>
<td></td>
<td></td>
<td>Capacity or type</td>
<td>Age</td>
<td>Condition</td>
<td>Presently owned</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

Signature of the Bidder with seal
ANNEXURE - D

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
## ANNEXURE - E

### 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 with seal  
Page 19 of 29  
EPI
ADDITIONAL CONDITION OF CONTRACT

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

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

2. As the completion period is less than 12 months, Price adjustment is not applicable.

3. Insurance charges for insurance which will be taken by EPI for the project as per contract with Client shall be borne by PARTY in proportion to value amended work. The PARTY shall assist EPI in follow up with insurance company in case of any claim related to PARTY’s scope of work. EPI is not liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever.

4. Clause No. 45 of GCC is amended as below: The Contractor shall at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get the same approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The Contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-In-Charge that the materials so comply.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-In-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance and cost in obtaining the right and visit to such access.

The Engineer-In-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-In-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-In-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default, the Engineer-In-Charge may cause the same to the supplies and all costs which may require such removal and substitution shall be borne by the Contractor.
Clause 45 (1) & 45 (2) of GCC stands deleted.

5. Clause no 28.3 of GCC stands Deleted.

6. The PARTY shall be fully responsible to complete the “Works” to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount.

7. The PARTY shall post minimum one no. Graduate Engineer or Diploma Engineer and requisite no. of supervisory staff at site for day-to-day execution and supervision of its works etc. during the entire duration of the contract including maintenance/defect liability period.

8. The PARTY shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed /deducted from EPI’s bills by Client shall be recovered from PARTY’s bills on Pro-rata basis for their portion of work or other dues.

9. The amount/rate quoted in their offer by PARTY to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, levies, royalties, octroi, entry tax, VAT, WCT/TOT, service tax, labour welfare cess etc., all transportation charges including for cartage of free issue and other material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. PARTY shall comply with all the requirements laid down as per ‘Tender Documents’ and their own overheads and profit etc. 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.

If desired by EPI, PARTY shall be available/ associate with EPI in meetings/ negotiations with EPI/Client for its portion of work. PARTY shall furnish all information and clarifications as and when required by EPI/Client. The PARTY shall abide by any modifications/changes etc. in tender prices, terms & conditions for its portion of work, agreed by it during negotiations with Client/EPI. Each party shall bear its own expenses for these purposes.
10. The PARTY shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality.

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

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

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

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

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

16. Quantity Variation: The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 20% to the quantities mentioned in the Bill of Quantities.
8(b) CONDITIONS FOR ELECTRICAL WORK:

8.1 GENERAL

These conditions are meant to amplify the specifications and General Conditions of Contract. If any discrepancy is noticed between these conditions, Specifications, Bills of Quantities and Drawings, the most stringent of the above shall apply for execution of the work.

The materials, design and workmanship shall satisfy the specifications contained herein and Codes Referred to. Where the technical specifications stipulate the requirement in addition to those contained in the Standard Codes and specifications, those additional requirements shall also be satisfied. In the absence of any Standard/Specifications covering any part of the work covered in this tender document, the instruction/directions of Engineer-in-Charge will be binding on the contractor.

The scope of this section is to describe materials and systems for complete electrical installations of building which form together with the project documents, a complete volume of work and quality description. All electrical installation shall be of high quality, safe, complete and fully operational including all necessary items and accessories whether or not specified in detail. All electrical work shall be completed in accordance with the regulations and standards to the satisfaction of the Engineer-in-Charge. The general provisions, provisions and general requirements apply to the entire installation.

The work shall be carried out simultaneously with building work and shall be continued till it is completed satisfactorily along with the completion of essential portions of the building works.

During the progress of work, completed portion of the building may be occupied and be put to use by the owner but the contractor shall remain fully responsible for the maintenance of electrical installations till the entire work covered by this contract is satisfactorily completed by him and handed over to the institute.

8.2 SCOPE OF WORK:

8.2.1 The scope under this contract shall include the internal electrical installation for the work. The work to be carried out under this contract shall cover the supply, installation, testing and commissioning of the complete electrical installation as detailed herein under and shown in the drawings and specifications.
In general the work to be performed under this contract shall comprise of the following:

a) Supply, installation, testing and commissioning of All Main Lighting panels, distribution panels and other miscellaneous panels.

b) Supply, installation, testing and commissioning of mains and sub mains, distribution cables and cable trays etc.

c) Supply, installation, testing & commissioning of all wiring/cabling for lights, fans and power outlets including point and circuit wiring along with wiring accessories etc.

d) Supplying and drawing of cables/wires for telephone system including installation of terminal boxes etc.

e) Supply, Installation, testing and commissioning of light fixtures as indicated in the BOQ and installation, testing and commissioning of lighting fixtures supplied by the owner, if any.

f) Supply, installation, testing and commissioning of external lighting poles, cables lighting fittings panels/feeder pillars etc.

g) Deleted

h) By only licensed Electrical Contractor holding valid ‘A’ grade license issued by Electrical Inspector to Govt. of Karnataka.

Contractor shall carry out and complete the said work under this contract in every respect in conformity with the current rules and regulations of the local electricity authority. The contractor shall furnish all labour and install all materials, appliances, equipment, necessary for the complete provision and testing of the whole electrical installation as specified herein and shown on the drawings. This also includes any materials, appliances, equipment not specifically mentioned herein or noted on the drawings as being furnished or installed but which are necessary and customary to make complete installation with all outlets for power, light, telephone conduits and other electrical systems/& Extra low voltage systems shown on the schedule and described herein, properly connected and in working condition.

The work shall include all incidental jobs connected with electrical installation such as excavation in trenches and back filling, cutting/drilling and grouting for fixing of fixtures, equipment, making good the damages etc.

8.3 **RATES:**

8.3.1.0 The rates quoted shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given in the specifications but are essential in the opinion of the Engineer-in-Charge to the execution of works to conform to good workmanship and sound
engineering practice. The Engineer-in-Charge reserve the right to make any minor changes during the execution without any extra payment.

8.3.1.1 The Engineer-in-charge decision to clarify any item under minor changes, minor extras and constructional details shall be final, conclusive and binding on the Contractor.

8.3.1.2 The rates quoted by the Contractor shall be net so as to include all requirements described in the contract agreement and no claim whatsoever due to fluctuations in the price of material and labour will be entertained.

8.3.1.3 The rates quoted by the Contractor shall include for supplying material and labour necessary for completing the work in the best and most workmanship like manner to the satisfaction of the Engineer-in-Charge. The rates shall be complete in all respects including cost of materials, erection, fabrication, labour, supervision, tools and plant, transport, sales and other taxes, royalties, duties and materials, contingencies, breakage, wastage, sundries, scaffoldings, etc on the basis of works contract. The rates quoted shall include all taxes, duties, transport, insurances, octroi, or any other levies applicable under the statute.

8.3.1.4 In case the rates of identical items under different sub-heads/parts are different, the lowest of these will be taken for the purpose of making the payments.

8.3.1.5 The rates for different items are for all heights, depths, widths and positions, unless otherwise specified against the item. No claim in respect of any leads/lifts for any item specified in the Schedule of Quantities, for which separate items for lead/lift do not exist in that schedule, will be entertained.

8.3.1.6 The work shall be executed as per the programme drawn or approved by the Engineer-in-Charge and it shall be so arranged as to have full co-ordination with any other agency employed at site. No claim for idle labour shall be entertained nor shall any claim on account of delay in the completion of the work be tenable except extension of time secured by the contractor on request to be submitted to the Engineer-in-Charges.

8.3.1.7 The Contractor shall permit free access and afford normal facilities and usual convenience to other agencies or departmental workmen to carry out connected work or other services under separate arrangements. The Contractor will not be allowed any extra payment on this account.

8.3.1.8 The contractor shall provide all equipments, instruments, labour and such other assistance required by the Engineer-in-Charge for measurement of the works, materials etc.

8.3.1.9 Even though the payment shall be effected under different items in the schedule of quantities, the various items in the schedule of quantities shall be deemed to cover all aspects of the work for the completion of the work as per
drawings, from excavation to the finishing not withstanding any space adjustment possible omission in the description of the item and specifications thereof regarding incidental items of work, without which the whole work cannot be deemed to have been included under the scope of the different items of the schedule of quantities. The Contractor is advised to keep this in mind while quoting rates as no claims in this regard shall be entertained.

8.4 AWARENESS OF SITE CONDITIONS AND CARRYING OUT OF SITE INSPECTION PRIOR TO TENDER SUBMISSION

Prior to the preparation and submission of his Tender, the Contractor shall make visits to the site and carry out all the necessary inspections and investigations in order to obtain all information and to make his own assessment of the conditions and constraints at site, including the means of access to it. The Contractor shall make himself aware of all the features of the site and the working conditions and space and shall, in general, be responsible for obtaining all the necessary and requisite information needed for him to prepare and submit his Tender.

Should the Contractor require any clarifications he shall seek these in writing from the Engineer-in-Charge before submitting his Tender. At no stage will any extra claims be entertained or allowed on any matter or for any reason arising from or as a consequence of the Contractor's failure to comply with all the requirements stipulated in this Clause.

8.5 WORK AND WORKMANSHIP

8.5.1 To determine the acceptable standard of workmanship, the Engineer-in-Charge may order the Contractor to execute certain portions of works and services under the close supervision of the Engineer-in-Charge. On approval, they shall label these items as guiding samples so that further works are executed to conform to these samples.

8.6 Deleted

8.7 CO-ORDINATION WITH OTHER CONTRACTORS AND AGENCIES

The Contractor during the execution of the Works shall co-ordinate with other Contractors, and other Agencies associated with the Project and shall work in harmony with them without causing any hindrance or obstruction or impeding the progress of their work in any way.

In respect of the work of other Contractors and Agencies, where the commencement or progress of such work of any other Contractor, or Agency is dependent upon the completion of particular portions of the Contractor's Works or generally upon the Contractor maintaining progress in accordance with the approved co-ordinated construction programme, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.
Should any differences arise between the Contractor and the other Contractors, and Agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matters causing the differences will give his decision which shall be final and binding on the Contractor.

8.8 **TEST CERTIFICATES**

The contractor shall submit copy of test certificates for all the major electrical equipment such as circuit breakers, CTs, PTs, instruments, relays, busducts, rising mains, busbars, cables etc., and panel as a whole, confirming to relevant IS/BIS standards issued by manufacturers.

8.9 **SAMPLES AND CATALOGUES**

Before ordering the material necessary for these installations, the contractor shall submit to the Engineer-in-Charge/Consultants for approval, a sample of every kind of material such as cables, conductors, conduits, switches, socket outlets, circuit breakers, lighting fixtures, boxes etc., along with the catalogues with their dimensional details.

For major items such as sub lighting panels distribution boards, the submission of drawings/catalogues along with technical details shall be enough. Prior to ordering any electrical equipment/material/system, the contractor shall submit to the Engineer-in-Charge/Consultants the catalogues, along with the samples, where applicable, from the approved manufacturer. The contractor shall arrange inspection and testing at the manufacturer's factory or assembly shop for final approval. No material shall be procured prior to the approval of the Engineer-in-Charge/Consultant.

Also contractor shall ensure that the dimensional details of the equipment fit into the allotted space provided in the building.

8.10 **COMPLETION CERTIFICATE**

On completion of the electrical installation a certificate shall be furnished by the contractor countersigned by the licensed supervisor, under whose direct supervision the installation was carried out.

8.11 **PERFORMANCE GUARANTEE**

The contractor shall indemnify the Institute against defective materials and workmanship for a period of one year after completion of the work. The contractor shall also hold himself fully responsible during that period for reinstallation or replacement at free of cost to institute, the following:

8.11.1 Any defective work or material supplied by the Contractor.

8.11.2 Any material or equipment damaged or destroyed as a result of defective workmanship by the contractor.
8.12 RATE ANALYSIS

At any time and at the request of the Engineer-in-Charge the contractor shall provide details or breakdown of costs and prices of any part or parts of the works.

8.13 The Engineer-in-charge reserves the rights to delete any item from the contractor’s scope of works.