INSTRUCTIONS TO TENDERES

<table>
<thead>
<tr>
<th></th>
<th>Type of Bid</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Two Bid System</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st Part</td>
<td>Techno-commercial bid under a sealed cover – (Envelope ‘1’)</td>
</tr>
<tr>
<td></td>
<td>2nd Part</td>
<td>Price Bid - under a sealed cover – (Envelope ‘II’)</td>
</tr>
</tbody>
</table>

1st Part Techno-commercial Bid :

Bidders are required to submit the following tender documents duly sealed and signed in Envelop 1 (techno-commercial)

1. Tender Fee, EMD
2. Notice Inviting Tender, Instruction to Tenderers, SCC
3. General Purchase conditions
4. Documents for qualification
5. Price Bid Format (blank)

2nd Part Price Bid (under a sealed cover)

In this part bidder should enclose only Price bid as per format enclosed at annexure-III. The form of Price Bid duly filled in the item rate basis format bill of quantities for supply and installation of Interior Furniture works, Part-1 for Construction of partially completed building, Innovation park of Centre for development of advance computing Pune Campus both in words and figures superscribed “Price Bid.” for NIT no, Due on, from (name & address of the bidder with contact no.) No other documents should be kept in this envelope.

ENVELOPE-III

Both the Envelopes I & II shall be put in another envelope which will be superscribed with the NIT No. mentioned above and submitted to the official address mentioned below.

<table>
<thead>
<tr>
<th></th>
<th>Address for collection &amp; submission of tender</th>
<th>General Manager (Contracts) Engineering Projects (India) Ltd., (A Govt. of India Enterprise) 6A, 6th Floor, BAKHTAWAR, Nariman Point, Mumbai – 400021 Tel No : 022 22049230 Fax : 022 22882177 e-mail : <a href="mailto:wromumbai@epi.gov.in">wromumbai@epi.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contact details for Tender Related Queries /Visit</td>
<td>Shri. Prashant Bajpai Engineering Projects (India) Ltd., (A Govt. of India Enterprise) 6A, 6th Floor, BAKHTAWAR, Nariman Point, Mumbai – 400021 Tel No : 022 22049230 Fax : 022 22882177 e-mail : <a href="mailto:wromumbai@epi.gov.in">wromumbai@epi.gov.in</a></td>
</tr>
</tbody>
</table>
LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED

(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

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

(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

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”.

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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 pro-forma as referred to in condition of NIT.

Date the ________________________ day of _______________________________

SIGNATURE OF TENDERER NAME
(CAPITAL LETTERS) : OCCUPATION

ADDRESS

__________________________________________

SEAL OF TENDERER

____________________________________________
MEMORANDUM

Ref : Tender for Supply and Installation for Interior Furniture works for Construction of Partially completed Building at Centre for Development of Advance Computing (CDAC) at Pune Campus, Pune, Maharashtra.

NIT No.: EPI/WRO/CON/CDAC/730/

<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>Supply and Installation for Interior Furniture Works Part-1 for Construction of Partially completed Building at Centre for Development of Advance Computing (CDAC) at Pune Campus, Pune, Maharashtra.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>Centre for Development of Advance Computing (CDAC) at Pune Campus, Pune.</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate Contract</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 6,54,000/- (Rupees six lakhs fifty four thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of contract</td>
<td>NIT</td>
<td>12 months from the date of issue of LOI/ Work Order</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>NIL</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>N.A.</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>N.A.</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>N.A.</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>90 days from the date of opening of Price Bid.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit</td>
<td>9.0</td>
<td>5% (Five percent only) of contract value within 10 days from the date of issue of LOI.</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% (five percent only) of contract value which shall be deducted in the manner set out in this contract and shall be returned on submission of BG after completion of project.</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned 10 days from date of issue of LOI.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>12 months from the date of taking over by client.</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>Arbitration shall be as per the Clause no. 76 of GCC. The venue of Arbitration shall be Mumbai.</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts at Mumbai.</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : ________________________________

OCCUPATION : ________________________________

ADDRESS : ______________________________________

____________________________________

SEAL OF BIDDER
<table>
<thead>
<tr>
<th>ITEM</th>
<th>MAKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture items</td>
<td>Godrej, Knol, Delform, Steelcase, Harman Millar</td>
</tr>
</tbody>
</table>
SPECIAL CONDITIONS OF CONTRACT (SCC)

NIT No. :

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

2. Payment Terms: The Clause No.4 of GPC shall be replaced as under:

   Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by RTGS.

   2.1 90% of the price of the material shall be paid within seven (7) days receipt of material at site in good condition. The invoice should be supported by manufacturer test certificate.

   2.2 Balance 5% of price of material shall be released with successful completion of installation and handing over. Remaining 5% shall be released after completion of DLP of 12 months however same can be released against submission of B.G. on equivalent amount after commissioning of project.

3. The rates quoted by the bidder shall be inclusive of all taxes, LBT, VAT, freight, packing & forwarding, excise duties and other charges as applicable on FOR site delivery basis.

   However, bidder must indicate the bifurcation of the various cost elements of their quoted Price in a separate statement along with the Price Bid i.e. Basic price + taxes & duties + Freight + loading & transportation cost up to site.

4. Maker's Test Certificate: The Clause No.7 of GPC shall be replaced as under:

   Manufacturer’s test certificate shall be supplied by the manufacturer along with the invoice / challan. Failure to comply may cause delay in release of payment by EPI.

5. Bidder / supplier must ensure delivery of material in damage free and as per approved mock up sample failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract.

6. Spare Parts: The Clause No.20 of GPC stands deleted.

7. Materials shall be delivered at Survey No. 34, Panchavati, Oppo. Pashan Road, C-DAC site, Pune.

8. Insurance: Transit Insurance to be arranged by the Supplier.
9. Conciliation and Arbitration

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part-III of the Arbitration and Conciliation Act, 1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

9.1 Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works thereunder on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

9.2 If the arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

9.3 It is a term of the contract that the party invoking the arbitration shall specify the dispute / differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

9.4 The arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceeding.

9.5 The work under the contract shall continue, if required, during the arbitration proceedings.

9.6 The arbitrator shall make speaking Award and give reasons for his decisions in respect of each dispute/claim along with the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

9.7 The award of the arbitrator shall be final, conclusive and binding on both the parties.

9.8 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.

Note: Notwithstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector...
Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained D.O. No. DPE/4(10)/2001-PMA-GL1 dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

10. Court Jurisdiction: The Clause No.24 of GPC shall be replaced as under:

   Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Mumbai only.

10. Quantity Variation: 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.

11. The quantity of items may change after approval of detail interior drawings.