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

TENDER NO.- EPI/WRO/CON/CDAC/730/0054

Civil works for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra.

TENDER INVITED BY :

ENGINEERING PROJECTS (INDIA) LTD.
WESTERN REGIONAL OFFICE - MUMBAI
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NOTICE INVITING TENDER

Tender No. EPI/WRO/CON/CDAC/730/0054
20.04.2015

1. Tender for Civil works for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra.

Engineering Projects (India) Ltd invites the sealed item rate tenders for Civil works for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra "in two bids (Techno commercial - Envelope 1 and Price bid - envelope-2, Both the envelopes shall be kept in Third envelope) from the eligible and interested bidders who are well equipped, experience, financially sound Contractors / eligible Firms for the following works:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>NAME OF WORK</th>
<th>ESTIMATED COST (Rs)</th>
<th>TIME OF COMPLETION</th>
<th>EMD (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civil works for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra.</td>
<td>Rs. 3,85,00,000.00 (Rs. Three corers eighty five lacs Only)</td>
<td>12 (Twelve) months from the date of issue of LOI/Work order</td>
<td>Rs.7,70,000/-</td>
</tr>
</tbody>
</table>
The brief scope of work included in this tender shall include (but not limited to) Civil works for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune. The detailed scope of work is given in the tender documents.

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. The detail scope of work is given in the tender document.

**Time schedule of Tender activities:**

(i) Date & Time for sale/Downloading of tender documents : 09.05.2015 upto 17:00 hrs
(ii) Last Date & Time of submission of Tenders : **13.05.2015, upto 14:00 hrs.**
(iii) Date & Time of opening tender (Techno-Commercial Bid): **13.05.2015, 15:00 hrs.**

Contractors who fulfill the following requirements shall be eligible to apply. The Joint Ventures are not accepted.

a) Experience of completed /Substantially completed works during the last 7 (Seven) years following ‘similar works’ ending last day of the month previous to the one in which applications invited:

   Three similar works, each costing not less than the amount equal to 40% of estimated cost put to tender.

   **OR**

   Two similar works, costing each not less than the amount equal to 60% of estimated cost put to tender.
OR

One similar work of aggregate cost not less than the amount equal to 80% of estimated cost.

AND

One work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the Estimated cost put to tender with some Central/State Government Organization / Central Autonomous Body / Central Public Sector undertakings.

The 'similar works' shall mean "Civil Works for buildings of commercial/ Institutional area."

i. 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.

ii. 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.

iii. The cost of free issue materials shall not be included in the completion cost of works.

b) Should have average annual financial turnover on works amounting at least 40% of the estimated cost of the work during the last three consecutive financial years ending on 31.03.14 duly certified by a Chartered Accountant.
c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2014, Copies of balance sheet/ certificate from Chartered Accountant to be submitted.

d) Should have a solvency of 40% of estimated cost issued by his bankers. The Solvency certificate should not have been issued earlier than one year of last date of submission of tender.

e) Should have valid PAN (Permanent Account Number of Income Tax). Copies of PAN card to be submitted.

f) It is desirable that the bidder should have valid PF Registration No. In case, the bidders do not have PF 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.

g) Bidder should have Valid Sale Tax/VAT Registration certificate and Service Tax Registration certificates. Copies of documentary evidence to be submitted.

h) Bid Capacity: The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The

\[
\text{Bidding capacity} = [A \times N \times 2] - B
\]

Where,
A = Maximum value of construction works executed in any one year during the last five years taking into account the Completed as well as works in progress ending last day of the month previous to the one in which applications invited

N = Number of years prescribed for completion of work for which bids have been invited

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited. The Tenderers is requested to furnish the existing commitments on works under execution along with stipulated period for completion of remaining for each of the work should be furnished in an affidavit on non-judicial stamp paper of value of Rs. 100/- duly certified that the particulars furnished are correct as per the Proforma in Annexure –A

Details to be provided in the enclosed formats.

Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if the applicant’s has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

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

3.0 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 at envelope I.

4.0 Scope of Work:-

Introduction to Partially Built CDAC Innovation Park

C-DAC had constructed it on a land of approximately 60000 sq. ft. in the year 2008-09 to construct its R&D laboratory and office premises namely “C-DAC Innovation Park” situated at Survey No. 34, Panchavati, Off Pashan Road, Pune 411008 in a Multi Storied Building at Pashan, Pune of about 240000 sq. ft. CDAC is in the process of appointing EPI as contractor to complete this building.
The detailed scope of work and services required from the agencies is stipulated in this document. The eligibility criteria is also stipulated in this document.

**Present Status**

The structure of the building along with major Brick work, Plaster have been completed. Out of the Services, 3 lifts have been commissioned. Partly ducting for HVAC have been erected along with chilled water pipe line, without testing in first few floors. One chiller with pumps have been erected. This work is partially complete.

Brief status of the work completed:

a) **CIVIL:**
   
   - Earthwork and RCC work.
   - Brick masonry, internal and external plaster.
   - Waterproofing of Terraces and overhead water tank.
   - Aluminum Windows and structural glazing.
   - Plumbing and sanitary wares/ Chromium plated fixtures.
   - Tiling (Dado and Floor) of all toilet blocks.
   - External painting.

b) **ELECTRICAL:**
   
   - T.F. and L. T. distribution up to 3rd floor
   - Auxiliary panels and distribution boards
   - Partial cabling and wiring for services.

c) **HVAC:**
   
   - 2 x 370 TR Chillers installed.
   - Pipes and pump works.
- Air handling units and ducting up to 3rd floor (Installation Only).

d) **ELEVATOR:**
- 3 nos. lifts with triplex control installed.

e) **FIRE WORK:**
- Firefighting work hydrant and Sprinkler Installed.

The brief scope of work included in this tender shall include (but not limited to), Providing all the items in scope as per BOQ for Civil works. Taking approvals from client (CDAC), all the items mentioned in the BOQ shall be in the scope work for Civil works. Taking necessary approvals, certificates will be in contractor scope.

5.0 Tender documents comprising of the following are available on the website of EPI: [www.epi.gov.in](http://www.epi.gov.in) & CPP Portal: [www.eprocure.gov.in](http://www.eprocure.gov.in)

(i) Notice Inviting Tender
(ii) Instructions to Tenderers & General conditions of Contract, Memorandum, Form of Tender, Letter of Undertaking.
(iii) Additional Conditions of Contract.
(iv) Price Bid/ Bill Of quantity.

6.0 The complete tender documents are available on the website and the same can be downloaded by the intending bidders directly from website www.epi.gov.in & CPP Portal: [www.eprocure.gov.in](http://www.eprocure.gov.in). The tender fees of **Rs. 5000.00 (Rupees five Thousand only)** (Non-Refundable) by the crossed Demand Draft favoring Engineering Projects (India) Limited, Mumbai, and 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 (h) 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.

7.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of **Rs. 7,70,000.00** in the form of DD/ Bank Guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favoring “Engineering Projects (India) Limited, Mumbai,” 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.

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

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

10.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s & 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 website **www.epi.gov.in** regularly.
11.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents/BG from the concerned department/bank.

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

General Manager (Contracts)  
Engineering Projects (India) Ltd,  
6A, 6TH Floor, Bakhtawar Tower,  
Nariman Point Mumbai-400021  
TEL NO. Tel No: 022 22049230  
Fax : 022 22882177  
e-mail: wromumbai@epi.gov.in
### BID CAPACITY

<table>
<thead>
<tr>
<th>Name of the Work</th>
<th>CIVIL works for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIT No</td>
<td>EPI/WRO/CON/</td>
</tr>
<tr>
<td>ESTIMATED COST PUT TO TENDER</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

**Bid Capacity:** The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

\[
\text{Bidding Capacity} = \left( A \times N \times 2 \right) - B
\]

Where,

- **A** = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress
- **N** = Number of years prescribed for completion of work for which bids have been invited
- **B** = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited (**Format enclosed**).
<table>
<thead>
<tr>
<th><strong>BID CAPACITY CALCULATION BY BIDDER</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SIGN &amp; STAMP OF BIDDER</strong></td>
</tr>
<tr>
<td><strong>ANNEXURE-A</strong></td>
</tr>
<tr>
<td><strong>AFFIDAVIT</strong></td>
</tr>
</tbody>
</table>
I/We .......................................aged ..............years son of .............................................do hereby solemnly affirm and declare as follows for and on behalf of the Firm:

**LIST OF EXISTING COMMITMENT AND ONGOING WORKS**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Works</th>
<th>Client Name &amp; Address</th>
<th>Work Order Value (in Rs)</th>
<th>Work Executed till Date (Rs)</th>
<th>Balance Amount of work to be completed (Rs)</th>
<th>Balance period to complete the works (Total months)</th>
<th>Work to be completed in 12 month (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>(4 – 5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance Commitments during 12 monthd as per NIT</td>
<td>Rs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------</td>
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</tbody>
</table>

It is certify that the above particulars furnished are true and correct. If any information given is found to be concealed at a later date, the Contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted. I/We agree for debarring tendering for one year if any facts are suppressed.

SIGN AND STAMP OF BIDDER

Signature of Notary Public
INSTRUCTIONS TO TENDERERS

<table>
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<th></th>
<th>Type of Bid</th>
<th>Two Bid System</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1st Part</td>
<td>Techno-commercial bid under a sealed cover – (Envelope ‘1’)</td>
</tr>
<tr>
<td>2</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, ACC.
3. General conditions of contract.
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 Civil works 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.

1. Address for collection & submission of tender
   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 : wromumbai@epi.gov.in

2. Contact details for Tender Related Queries /Visit
   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 : wromumbai@epi.gov.in
ADDITIONAL CONDITIONS OF CONTRACT

These conditions are to be read along with GCC of EPI and wherever at variance, the provisions of these ‘ADDITIONAL CONDITIONS OF CONTRACT OF EPI’ shall take Precedence

1.0 INTRODUCTION

Centre for Development of Advanced Computing (C-DAC) is a Scientific Society of The Department of Electronics and Information Technology, Ministry of Communication & Information Technology Govt. of India.

C-DAC had initiated the construction work on a land of approximately 60000 sq. ft. to construct its R&D laboratory and office premises namely “C-DAC Innovation Park” situated at Survey No. 34, Panchavati, Off Pashan Road, Pune 411008 in a Multi Storied Building at Pashan, Pune of about 240000 sq. ft.

2.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) providing all the Civil works items in scope as per BOQ. Taking approvals of all items with mock up approval from EPI & client (CDAC), all the items mentioned in the BOQ shall be in the scope work for Civil works.

Taking necessary approvals, completion certificates will be in contractor scope.

Preparation of mockup models. Providing inputs for preparation of coordinated layout to Architectural consultant.

3.0 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 in Cl 19.0 of ITT & NIT 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.

4.0 CONTRACTOR confirms that they have read and understood and have copies of the ‘Tender Documents’ and have visited the site and their offer is based on the ‘tender Documents’ and caters to all the works, requirements, etc. thereof.

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 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the nonperformance 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 on going / 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 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 DELETED

7.0 SPECIFICATIONS

7.1 The works detail specifications are as per Bill of quantities in tender documents. The work is to be carried out as per latest CPWD Specifications/BIS/NBC & MORTH/MOST standard norms. Some additional specifications are uploaded along with tender documents.

8.0 Taxes and Duties:

All Taxes, Duties Statutory levies such as LBT, VAT, Cess, Octroi, Entry Tax, Royalties, Turn over Tax, Service Tax, and other expenses etc are to be included in the contractor price.TDS shall be deducted as per statutory rates as applicable. Income Tax will also be deducted from bills as per rule.

9.0 All men, materials, machinery, tools and plants, infrastructure etc. as required for execution of “Works” shall be provided and arranged by CONTRACTOR for their portion of work. All transportation charges including for cartage of issue material, electricity and water charges and for all expenses such as site offices expenses, labour camp, bank guarantee charges, EPF/CPF/ Statutory contributions preparation of all required design & detailed engineering and all required drawings etc., facilities and other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’, and their own overheads and profit etc. shall unconditionally abide by its by its byo fiftesr oo fffqeuro t ed for execution of
“Works” as per terms, conditions specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period. etc. for the project.

10.0 Insurance charges for insurance to be taken by for the project as per contract with Client shall be taken by EPI (CAR Policy). The CONTRACTOR 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 CONTRACTOR at the project site and shall furnish documentary proof of the same to failing which no payments shall be released to the CONTRACTOR against work done. THE CONTRACTOR shall assist EPI in follow up with insurance company in case of any claim related to CONTRACTOR’s scope of work. EPI is not liable to pay any claim of the CONTRACTOR of it is not paid by insurance company due to any reasons whatsoever.

11.0 Deleted.

12.0 In the event of award of “works”, CONTRACTOR shall submit to EPI Bank Guarantees from a Scheduled Bank towards mobilization advance (if applicable) performance, retention money, security deposit etc. as required by EPI/Client/local authorities as per conditions of the ‘Tender Documents’ (in the prescribed proforma of EPI) for CONTRACTOR’s portion of work.

13.0 Escalation, will not be considered in this work. The rates quoted/finalized shall remain firm throughout till completion of works.

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

15.0 In case CONTRACTOR is awarded the “Works” and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of “works”, as determined by EPI/Client, then EPI shall give 15 days written notice to CONTRACTOR to achieve the specified quality and/or to deploy adequate to the satisfaction of EPI for timely completion of “Works”, then EPI shall have option to withdraw the remaining work partly or in full from CONTRACTOR and get the same executed at the risk and cost of the CONTRACTOR from alternative agency/agencies besides encashment of the guarantees submitted by the CONTRACTOR to EPI. The decision of EPI in this regard shall be final and binding on the CONTRACTOR.
16.0 The CONTRACTOR shall post adequate competent engineers and supervisory staff at site for day-today 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 at to be deployed by the CONTRACTOR should be as directed by EPI. In case the CONTRACTOR 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 CONTRACTOR. EPI shall exercise overall management, monitoring and coordination of project. EPI shall not post any staff during maintenance/defect liability period for which the CONTRACTOR shall make suitable arrangement to the satisfaction of EPI/client.

i) Project Manager with degree in corresponding discipline of engineering with 10 years experience – One No.
ii) Diploma Engineer with 5 years experience – 2 nos. Incase of default, contractor shall be liable to pay following sum for each month or default in the case of each person.
   i) Project Manager with degree in corresponding discipline of engineering with 10 years experience – Rs. 40,000/- p.m.
   ii) Diploma Engineer with 5 years experience – Rs. 20,000/- pm.

17.0 In case the project execution is delayed beyond the contractual scheduled completion period due to any reason attributable to the Contractor, the staff and site office expenses of EPI for extended period shall be paid by the CONTRACTOR to EPI at the rate of Rs.50,000/- per month. This shall be in addition to the facilities provided by the CONTRACTOR to EPI and the Liquidated Damages/ Compensation for delay/Penalties etc. if any, levied by Client.

18.0 The CONTRACTOR shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, as per relevant clause, shall be recovered from CONTRACTOR’s bills or other dues.

19.0 The CONTRACTOR confirms that it holds EPF Code number, CST-TIN, Service Tax, VAT –TIN/ Sales tax on Works contract number, Service tax registration number, PAN (Permanent Account Number of Income Tax) etc. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and Service tax, other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI . The CONTRACTOR shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearance etc. for the project at their own. In case EPI has
to take labour license or and other licenses, all expenditure towards the same shall also be borne by the CONTRACTOR. The CONTRACTOR shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by CONTRACTOR as per statutory requirements and rules and shall be produced by the CONTRACTOR on demand if required.

20.0 The CONTRACTOR shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI. The CONTRACTOR shall be responsible for reconciliation of issued material, if any. Any shortfall in issue materials shall be made good/recovered from CONTRACTOR at actual expenditure plus financing and handling charges @ 10%

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

22.0 If desired by EPI, CONTRACTOR shall be available/associate with EPI in meetings with Client for its portion of work. CONTRACTOR shall furnish all information and clarifications as and when required by EPI/Client.

23.0 Deleted

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

25.0 The CONTRACTOR shall deploy sufficient plant & equipment of the required and in good working condition for completion of the works in stipulated time with required quality, the equipment should either be owned by the CONTRACTOR or hired/leased. The deployment of equipment by CONTRACTOR shall be as decided by EPI and the same shall not be less than the minimum deployment stipulated by the Client, if any for execution of “Works” and as per schedule agreed with EPI. The CONTRACTOR shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the CONTRACTOR fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole
discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of CONTRACTOR, including from its bank guarantees available with EPI.

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

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

a. Quality & Environmental Policy
b. Objectives & Targets.
c. Operational control procedures
d. Operational Control Procedures
e. Noise.
f. Wastage

28.0 The work executed by CONTRACTOR shall be subject to audit and quality control checks from Quality Control Division & Technical audit of EPI, Client Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/sub standard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the CONTRACTOR without any cost to EPI. In case CONTRACTOR fails to rectify the defect/sub- standard work within the time period stipulated by EPI, shall get it rectified at the risk and cost of CONTRACTOR and shall recover the amount from the dues of the CONTRACTOR. All documents required to be submitted to these agencies for the scope of work of contractor will be provided on demand of EPI.

29.0 In case, at a later stage, it is found that the CONTRACTOR has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of CONTRACTOR with regard to quality & timely completion of works, financial capabilities etc. EPI can terminate this agreement solely at its option. In this eventuality the CONTRACTOR shall be liable for the losses suffered by EPI and further CONTRACTOR shall have no claim on EPI, whatsoever.
30.0 GCC clause no 76 is amended as per Annexure-IV.

31.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and the CONTRACTOR on mutatis mutandis basis. The above terms and conditions shall supersede the terms and conditions contained in the Tender Documents of the Client in case of variance in any condition. However, if EPI is granted some concession or exempted from certain obligations by client, by virtue of EPI being a Public Sector Company, the same concessions/exemptions shall not be applicable to the CONTRACTOR. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on CONTRACTOR.

32.0 Deleted.

33.0 Deleted.

34.0 PRIORITY OF WORK

The contractor has to deploy resources and plan the work accordingly and nothing extra shall be payable to the contractor on this account. The contractor has to ensure safety of the occupants and sufficiently barricade the area so as to avoid any hazard to occupants.

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

36.0 The final bill payment to the PARTY shall be made when PARTY submits VAT clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.

37.0 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 contactor.

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.
k) NOC from labour department, PF Department.

38.0 In case of any discrepancy between the downloaded tender and the approved hard copy, the approved hard copy shall hold good for contractual as well as legal purposes.

The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the downloaded tender document being submitted by him and it is identical to the tender document appearing on the Web-Site and with the Standard DRAFT Tender Document available in the officer of the office inviting the tenders.

If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or makes any modifications in the terms and conditions of the downloaded tender which are not acceptable to the EPIL, then the EPIL shall, without prejudice to any other right or remedy, be at liberty to forfeit entire amount of Earnest Money as aforesaid.

39.0 Models and Samples : shall be provided as per the instructions of site incharge and client for approval.

Samples and models wherever required as per requirement of client shall be provided.

All the samples/models provided shall be property of Engineering Projects (India) Limited. Required numbers of models and samples shall be provided till finalization of the mock up approval.

Models and Samples shall be provided free of cost.

Mock up of civil works shall be put up for inspection review by committee to be formed by EPI, CDAC. Multiple mock-ups may be required till final approval.

The mock up shall remain in place till completion of work.

EPI shall have first right of refusal about approval of mock-ups, samples, models.
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”.

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
ANNEXURE-II

MEMORANDUM

Ref: Tender for Civil 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/730/

<table>
<thead>
<tr>
<th>SI 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>Civil Works 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. 7,70,000/- (Rupees seven lakhs Seventy 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>10% of the contract value at the interest of 12%. (Advance will be paid on receipt of corresponding advance from client)</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>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 through fax/e-mail.</td>
</tr>
<tr>
<td>------</td>
<td>-----------------</td>
<td>-----</td>
<td>------------------------------------------------------------------------------------------------------------------</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 letter.</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
Sir,

UNDEARTAKING 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: