NOTICE INVITING TENDER

Tender for Flooring Works for Construction of New Building (G+3) for Chemical Sciences 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, experienced, 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>NAME OF WORK</th>
<th>TIME OF COMPLETION</th>
<th>EMD DEPOSIT (RS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flooring Works for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore</td>
<td>4 (Four) Months</td>
<td>7,00,000/- (Rupees Seven Lakhs Only)</td>
</tr>
</tbody>
</table>
1.0 The brief scope of work included in this tender shall include (but not limited to) Fire Fighting 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 24.04.2015 to 07.05.2015 up to 12.00 PM

(ii) Last Date & Time of submission of Tenders: On or before 07.05.2015 - up to 2.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 07.05.2015 at 2.30 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 three similar works, each costing not less than the amount equal to Rs. 140 Lakhs. Out of which one work shall be 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 Rs. 210 Lakhs.

         OR

         One similar work of aggregate cost not less than the amount equal to Rs. 280 Lakhs

         The ‘similar works’ shall mean “any civil work including stone or tile flooring work “

      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) Should have average annual financial turnover on works amounting at least Rs. 100 Lakhs of the work during the last three consecutive financial years ending on 31.03.2014 duly certified by a Chartered Accountant.

c) Should have a solvency of Rs. 140 Lakhs issued by his bankers. The Solvency certificate should not have been issued earlier than one year of last date of submission of tender.

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

e) 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](http://www.epi.gov.in) & CPP Portal: [www.eprocure.gov.in](http://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.

(iii) Technical Specification

(iv) Price Bid / Bill of Quantity

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 CI 1.0(a) to 1.0 (d) 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. 7,00,000/- (Rupees Seven Lakhs 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 with inadequate 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 accordingly.

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:

The Group General Manager
Engineering Projects (India) Ltd.
3-D, East Coast Chambers
92, G.N. Chetty Road
T.Nagar, Chennai 600 017
Ph. No. 044-28156421/6886/7106
Fax No. 044-28156629
ENGINEERING PROJECTS (INDIA) LTD
(A Govt. of India Enterprise)

1. Addendum of Instruction to Tenders
2. Memorandum
3. Tender Formats
4. Additional Condition of Contract
ADDENDUM TO INSTRUCTION TO TENDERERS

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 (d) 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 Price Bid /Bill of Quantity.

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 3 years indicating name of the client, value, date of start and completion. (Annexure – A) along with copies of experience certificate.

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) Turnover certificate for last 3 (three) financial years issued by the Chartered Accountant.

h) Latest Solvency certificate from Nationalized / Scheduled Bank / Revenue Department. If any (Annexure-D).

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

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

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

l) Latest Sales Tax /VAT Registration Certificate.

m) Contact details (Annexure – E)
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  Page 9 of 29  EPI
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 Flooring Works for Construction of New Building (G+3) for Chemical Sciences 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 Flooring Works for Construction of New Building (G+3) for Chemical Sciences 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 Rate</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 7,00,000/- (Rupees Seven Lakhs Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>-</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>4 (Four) months from the date of issue of telegram / letter / FAX of Letter Of Intent.</td>
</tr>
<tr>
<td>vii)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Priced BOQ</td>
</tr>
<tr>
<td>viii)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>ix)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9</td>
<td>5% (Five Percent only) of the contract value of the accepted tender in the form of Crossed Demand Draft 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>x)</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>xi)</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 LOI.</td>
</tr>
<tr>
<td>xii)</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>xiii)</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>xiv)</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
Sub: List of material to be issued by EPI

Work: Tender for Flooring Works for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore

NIT No.: SRO/MKT/TH/383 dt. 24.04.2015

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Recovery Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cement – OPC</td>
<td>MT</td>
<td>Free issue</td>
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<tr>
<td>2.</td>
<td>Sand</td>
<td>cum</td>
<td>Free issue</td>
</tr>
</tbody>
</table>
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>
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Note: LD - Liquidated Damage
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>
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</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>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Capacity or type</td>
<td>Age</td>
<td>Presently owned</td>
<td>To be purchased</td>
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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
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: _________________________________________________________
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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

2. 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.

3. 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 should 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.

4. Unloading, proper storage of all the materials procured by EPI shall be the responsibility of the contractor. In case contractor fails to take action for
unloading or proper storage of material brought to site by EPI, the same shall be arranged by EPI at the risk and cost of contractor. In case there is delay in supply of material by EPI, the contractor will have no claim on its account.

In case of non-supply of materials by EPI due to any reason, the party may be permitted to procure the materials with the prior approval from EPI without any claim on EPI. In such case payment for procurement of such items shall be released to the party on receipt of materials at site and against Indemnity Bond in the prescribed proforma.

The contractor shall submit RA Bills / Pre-Final / Final Bill along with the reconciliation statement of materials and no payment shall be released to the contractor in absence of such documents. Excess consumption shall be recovered at the rates mentioned elsewhere in the contract.

Consumption of materials shall be calculated as per the provision of contract / specification / standards and the contractor shall solely be responsible for any additional or less consumption of materials. In case material is consumed less than that calculated as per the co-efficient of consumption as per the contract / relevant specification / KPWD Norms, the contractor shall identify the portion of work / whole work where material consumed is less than that specified above and dismantle such work and redo the same at his own cost.

In case contractor fails to identify the work where material has been consumed less than that specified in the contract / relevant specification / CPWD Norms, EPI/Client shall take decision to identify the portion of work / whole work and it shall be the binding on the contractor to dismantle and redo the work as identified by EPI/Client. Failure on the part of contractor to take action in this regard, EPI/Client shall take action to dismantle such work and redo the same at the risk and cost of contractor.

Requisition for issue of material shall be submitted to EPI at least 15 (fifteen) days in advance and the contractor shall make close co-ordination with EPI officials in this regard till material is received at site. Non-issuance of material by EPI shall not be the reason for extension of time.

5. Clause 45 (1) & 45 (2) of GCC stands deleted.

6. Clause no 28.3 of GCC stands Deleted.

7. 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.
8. EPI further reserves the right to instruct the successful tenderer to terminate the work of sub-agency at any time during the contract, if the performance is found unsatisfactory.

9. Notwithstanding anything contained elsewhere in this contract the EPIL upon failure of the Sub Contractor to comply with any instructions given in accordance with the provisions of this contract, may undertake charge of entire work, place additional labour force, tools, equipment and materials on such parts of the work, as the EPIL may decide or engage another Sub-Contractor to carry out the balance of work. In such cases, EPIL shall have the right to deduct from the amounts payable to the Subcontractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the Sub-contractor, the Sub-contractor shall pay the difference to the EPIL within 15 days of making demand for payment failing which the Sub-contractor shall be liable for to pay interest at SBI PLR plus 2% on such amount till the date of payment.

10. It is the responsibility of the successful tenderer to exercise first line supervision on the works executed including supervision on the quality of materials and workmanship and to comply with the technical specifications, drawings and bill of quantities. The successful tenderer shall also establish competent site organization technically and administratively to ensure that the works are supervised and well co-ordinated to ensure proper sequencing of construction, and finishing works and to ensure that the overall time schedule is fully complied with.

11. 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.

12. 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.

13. 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’ as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’, complete with all amendments/variations issued prior to issue of work order, for the completion, handing over, maintenance period etc. for the project.

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.

14. Payment shall be released to the contractor in the following manner

a) 90% of Invoice value of the materials brought to Site and duly certified by EPI Site Engineer / client shall be paid to the Contractor.

b) Balance will be made in running bills after completion of Laying on prorate basis as per measurements taken at site by the Site Engineer

c) An amount @6.5% of the total value of work done shall be retained by EPI at the time of releasing the payment against this sub-clause 14 (a & b) by way of retention money which shall be paid within 15 days of submission of final bill and on return of all excess materials after due reconciliation of the materials issued vis-à-vis consumed in the work, tools and tackles, etc. (if issued by EPI) and on removal of debris, etc. generate or brought by the contractor for execution of work.

15. 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.

16. 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:
17. 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/substandard 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.

18. 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.

19. 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.

20. Approved makes for the various items to be considered as given in Technical specification.

21. 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.
Technical Specification

1. FLOORING WORKS:

NOTE: When the voids in the flooring cannot be filled with grout on detection of “hollow sound” when tapped, the slab shall be removed and reset to the complete satisfaction of the Engineer In-Charge.

1.1 GRANITE TILE FLOORING/SKIRTING:

Granite tile shall be mirror polished and shall be as specified for granite slab. Size of the tile shall be as specified in bill of quantities.

Before the operation for laying, the surface of base concrete shall be thoroughly cleaned of all dirt, loose particle, caked mortar droppings, by scrubbing with coir or steel wire brushes. If so directed by the engineer in charge, the surface shall then be cleaned with water and kept wet for 12 hours and surplus water shall be removed by mopping before the topping is laid. The tiles/slab should be laid over cement mortar as specified in the schedule of quantities.

1.1.1 Laying:

A bed of cement mortar consisting of one part of cement and four parts of sand shall be laid and properly leveled to an average thickness of 20 mm and the surface shall be kept slightly rough to have a satisfactory key for tiles. Neat cement paste of honey like consistency at the rate specified in the bill of quantities shall be spread over mortar bed, over such area at a time it would accommodate about 20 tiles. Tiles shall be soaked in water for at least 15 minutes and allowed to dry for the same duration. Tiles will then be fixed with a thin coat of cement pasted on back of each tile and then each tile is gently tapped with a wooden mallet so that it is properly bedded and in level with adjoining tile. Joint will be fine and as imperceptible as possible (not more than 1.5 mm thick).

After tiles have been laid for the day, surplus cement that may have come out of the tile edges may be wiped of gently and joints cleaned. A thick cement slurry colored with color pigment matching the color of tile shall be spread over and rubbed so as to seal even the thinnest joint and make it impervious. The flooring shall be cured for 14 days.

1.2 GRANITE FOR CILLS:

Granite slabs of approved shade, variety, size and thickness as specified in the item shall be used. They shall be of selected quality, dense, uniform and homogenous in texture and free from cracks or other structural defects. The exposed face shall have no veins or unsightly stains and defects. They shall have uniform coloured shade as specified/approved by Engineer-in-charge. Samples shall be got approved by Engineer-in-charge before ordering the slabs. The surface shall be fine polished and sides machine cut, true to square.
Granite shall be hard, sound, dense and homogenous in texture with crystalline and course grains. It shall be free from stains, cracks, decay and weathering. The place of quarrying, colour and quality and thickness should be as specified. Every stone must be machine cut to be minimum size of 58 cms (23 ½) in any direction and shape chisel dressed on all sides so as to be free from waviness and to give truly vertical, horizontal, radial and circular joints as required. Chisel dressing shall also be done on exposed faces to remove any waviness. The sides and top surfaces of Granite slabs shall be machine rubbed with course sand before using. Granite slabs in window cills shall be in full width and in single piece with rounded edges or angular edges as specified.

1.3 CEMENT TILE FLOORING

Before the operation for laying the floor is started, the surface of base concrete shall be thoroughly cleaned of all dirt, loose particle, caked mortar droppings, by scrubbing with coir or steel wire brushes. if so directed by the engineer in charge the surface shall then be cleaned with water and kept wet for 12 hours and surplus water shall be removed by mopping before the topping is laid. The tiles/slab should be laid over cement mortar as specified in the schedule of quantities.

The tiles shall be of selected quality, hard sound dense, homogeneous in texture, free from cracks, decay weathering and flaws and of thickness as specified. The heavy duty tiles shall be of the approved make and shall bear a crushing strength of 200kgs/sqcm of M-20 grade of concrete and of approved size and color.

1.3.1 Laying:

A bed of cement mortar consisting of one part of cement and three parts of sand shall be laid and properly leveled to an average thickness of 25mm and the surface shall be kept slightly rough to have a satisfactory key for tiles. Neat cement paste of honey like consistency shall be spread over mortar bed, over such area at a time it would accommodate about 20 tiles. Tiles shall be soaked in water for at least 15 minutes and allowed to dry for the same duration. Tiles will then be fixed with a thin coat of cement pasted on back of each tile and then each tile is gently tapped with a wooden mallet so that it is properly bedded and in level with adjoining tile. Joint will be fine and as imperceptible as possible (not more than 1.5mm thick).

After tiles have been laid for the day, surplus cement that may have come out of the tile edges may be wiped of gently and joints cleaned. A thick cement slurry colored with color pigment matching the color of tile shall be spread over and rubbed so as to seal even the thinnest joint and make it impervious. The flooring shall be cured for 14 days.

1.4 KOTA FLOORING/SKIRTING

The slabs shall be of selected quality, hard sound, dense, homogenous in texture, free from cracks, decay, weathering and flaws and of thickness as specified. The top exposed faces should have been roughly polished before bringing it to site. Unless otherwise specified the slabs should be cut to the required shape and size,
machine cut as specified. All pieces should be of minimum 55 cm size and uniform color and texture.

A bed of cement mortar 1:6 shall be laid and properly leveled to an average thickness of 25mm and the surface be slightly rough to form a satisfactory key for the tiles. Neat cement paste of honey like consistency shall be spread over mortar bed over such an area so that the paste will not harden before laying tiles. Slabs shall be soaked in water for 15 minutes and allowed to dry. The slabs shall then be fixed as per approved pattern with thin coat of cement paste on back of each slab. They will be tapped with a wooden mallet till it is properly bedded in level with adjoining slabs. Joints shall not be more than 1.5 mm wide. The surplus cement grout that may have come out of the joints has to be wiped of gently and joints cleaned. The joints shall be filled up with grey or white cement with an admixture of pigments to match the shade of the slab. The flooring shall be cured for 14 days.

1.5 GRANITE WORK:

The slabs must be of uniform thickness as specified the variation in the thickness not exceeding 2 mm and must be from the same source. They shall be of uniform texture and colour free of any veins and streaks. All the edge shall be machine true to line, square and shape. The brushes in the joints are not more than specified thickness. The surface should be rough dressed / one line dressed / two lines dressed / three line dressed pulmane finish / mirror polish as specified.

1.6 CLAY TILES:

Clay tiles shall be machined pressed well burnt, uniform in colour and texture. Shade shall be terracotta. The size & thickness of the tile shall be as specified in the bill of quantities. The tiles should be laid over cement mortar and jointed and pointed with cement mortar mixed with red oxide to match with the shade of the tile as specified in the schedule of quantities.

1.7 MODE OF MEASUREMENT: The method of measurement for various items in the tender shall be generally in accordance with the IS: 1200 subject to the following:

Flooring shall be measured from skirting and where the wall surfaces are plastered or provided with dado it shall be measured from plaster to plaster or dado-to-dado.

2. POLISHED / TOOL FINISHED GRANITE STONE CLADDING:

The cladding/fascia stone / slab shall be MAGADI PINK / SIRA STONE as specified in bill of quantities and shall conform to the specification under ‘Materials’ and it shall be erected as shown on the drawing or as directed.

The stone or stone slab shall be of size as shown on the drawing or as directed by the Engineer. The exposed faces, full beds and joints shall be dressed / finished as
directed. The joints shall be cut square to the face and shall be at right angles to each other or as directed. The facing shall be fixed in cement mortar truly in plumb and in perfect plane straight or curved as shown on the drawing, the bed being fully flushed with mortar. The joints shall be exactly vertical and horizontal. The joints shall not exceed 1 mm to 1.5 mm for machine polished slab. Fine tooled / close punched and chisel dressed granite slab cladding shall be with 12mmx10mm grooves. The grooves shall be finished with cement mortar 1:3 with matching pigment. The stones shall break joints for about half the height of the course. Course shall be as shown on the drawing or as directed. The gap between the facing stones and the wall shall be filled with cement mortar. Stainless steel / copper pins and holdfasts shall be used as and wherever directed/indicated in drawing. Lead caulking shall be used for mixing holdfasts. The surface shall be protected from sun and rain and cured for ten days.

The face shall be finished as specified or directed after filling the joints with matching shade cement / mortar of 1:1 proportion mixed with approved water proofing material.

3.0 Ceramic Tiles:

Ceramic Tiles Shall be of approved colour, design and size approved by the engineer conforming to IS: 777-1988. Granite: Polished granite slab and tiles shall be of the kind specified in the schedule of quantities conforming to samples approved by the engineer for colour & texture. The slab shall be machine cut to required dimension and shall conform to IS Standards.

4.0 List of Approved Make of Materials

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of materials</th>
<th>Approved Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Vitrified Tiles - Glossy</td>
<td>Johnson /Kajaria/Regent</td>
</tr>
<tr>
<td>2.</td>
<td>Vitrified Tiles - Antiskid Matt Finish</td>
<td>Johnson/Kajaria/Nitco</td>
</tr>
<tr>
<td>3.</td>
<td>Anti Skid Ceramic Tiles - Flooring</td>
<td>Johnson/Kajaria/Regent</td>
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<tr>
<td>4.</td>
<td>Glazed Tiles - Dado</td>
<td>Johnson/Kajaria/Regent</td>
</tr>
</tbody>
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