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

TENDER NO.- EPI/WRO/CON/680/0061

EXECUTION OF WATERPROOFING WORKS IN PACKAGE.- II AT HAL, NASHIK.

TENDER INVITED BY ENGINEERING PROJECTS (INDIA) LTD.
# INDEX

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NIT</td>
<td>1-3</td>
</tr>
<tr>
<td>2</td>
<td>Instructions To Tenderers</td>
<td>4-9</td>
</tr>
<tr>
<td>3</td>
<td>Special Conditions Of Contract</td>
<td>10-13</td>
</tr>
<tr>
<td>4</td>
<td>Letter of Undertaking</td>
<td>14</td>
</tr>
<tr>
<td>5</td>
<td>Form of Tender</td>
<td>15-16</td>
</tr>
<tr>
<td>6</td>
<td>Memorandum</td>
<td>17-18</td>
</tr>
<tr>
<td>7</td>
<td>Contact Details of Bidder</td>
<td>19</td>
</tr>
<tr>
<td>8</td>
<td>GCC</td>
<td>As per attachment.</td>
</tr>
<tr>
<td>9</td>
<td>BOQ</td>
<td>2 page</td>
</tr>
<tr>
<td>10</td>
<td>Technical specification</td>
<td>As per attachment</td>
</tr>
</tbody>
</table>
NOTICE INVITING TENDER
NOTICE INVITING TENDER

1. Tender for Execution of Waterproofing work for Construction of Hangars & Utility Buildings & allied facilities, Package-II at HAL, Nasik in sealed cover for items as mentioned in Price Bid and Instruction to tenderer (ITT) enclosed and as per detailed technical specification.

2. Engineering Projects (India) Ltd., invites the sealed tenders as per the brief particulars of scope of work in this tender shall include (but not limited to) Labour work for Execution of Waterproofing work in Price Bid / Bill of Quantities (BOQ) and Technical specifications’ from the eligible and interested bidders who are well experienced in the similar type of works and the details as given below for Construction of Hangars & Utility Buildings & allied facilities, Package-II & III at HAL, Nasik.

<table>
<thead>
<tr>
<th>Pkg</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>II</td>
<td>Work for Execution of Waterproofing work for Construction of Hangars &amp; Utility Buildings &amp; allied facilities, Package-II at HAL, Nasik.</td>
<td>24.00 Lacs</td>
<td>4 months from the date of issue of letter Intent of Tender.</td>
<td>48,000.00</td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:
   (i) Date & Time for downloading tender documents: From 07.05.2015 to 18.05.2015 upto 5 :00 PM
   (ii) Last Date & Time of submission of Tenders: On or before 19.05.2015 by 02.00 PM
   (iii) Date & Time of opening tender (Techno-Commercial Bid): 20.05.2015 at 03:00 PM

4. Contractors who fulfill the following basic qualifying requirements are eligible to participate in the tender. Joint Venture parties are not allowed to participate in this tender.
a) Should have a valid PAN (Permanent Account Number of Income Tax)

b) It is desirable to have valid PF Registration No. & VAT Registration No.. In case, the parties do not have PF Registration No. & VAT Registration No. then they will have to give undertaking that they will obtain PF Registration No. & VAT Registration No. within one month of award of work or before release of payment against 1st RA Bill.

c) Should have valid VAT & Service tax Registration number.

d) Should have experience of execution/executed similar work. Documentary evidence for similar experience is to be furnished either completed or Ongoing Works along with tender. Ongoing works completed upto 90% will only be considered for evaluation.

e) Similar works Means Waterproofing work/ Building work etc.

f) Annual average turnover of 30% of the estimated cost during the last three years.

g) 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.

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

6. Tender documents comprising of the following are available on the website of: www.epi.gov.in / www.eprocure.gov.in.

(i) Notice Inviting Tender

(ii) Instruction to Tenderers, Special Conditions of Contract & General Conditions of Contract, Memorandum, Form of Tender, Letter of Undertaking

(iii) Technical Specifications

(iv) Price Bid / Bill of Quantity

(v) The complete Tenders comprising of the following documents are available on the website and the same can be downloaded by the intending bidders directly from EPI www.epi.gov.in/cppp portal www.eprocure.gov.in. Tender fee of Rs.500/- (Rupees five hundred only) (non-refundable) by crossed Demand Draft favouring Engineering Projects (India) Ltd., payable at Mumbai shall be submitted by the Bidder alongwith their bid in Envelopment-I.

7. Tender shall be accompanied by the Earnest Money Deposit (EMD) of Rs.48,000/- (Rupees Forty eight Thousand Only). This can be either in the form of Cross Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank or in Bank Guarantee form (as per Format No. EPI/MMD/F/26 enclosed) for the full amount of EMD.
payable favouring “Engineering Projects (India) Ltd., payable at Mumbai. Tenders submitted without EMD or with inadequate amount of EMD and Tender fee shall be rejected.

8. The Terms & Conditions contained in this NIT and tender documents shall be applicable.

9. 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. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the www.epi.gov.in / www.eprocure.gov.in. The bidders are required to check EPI's website regularly for this purpose, to take into account before submission of tender. **All Corrigendum and addendum are to be submitted duly signed & stamped.**

11. 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 (Lowest) bidders shall be accepted subject to the confirmation of authentically of the PQ documents and EMD BG.

12. The tenderer is required to submit all the documents duly signed and stamped on each page as token of acceptance. Following documents will be self attested. List of documents as per clause No. 19(a) to 19(m).

   EPI may ask for verification of any documents by producing original.

13. The Tender documents shall be submitted to -

   **The General Manager (Contracts)**
   Engineering Projects (India) Ltd.
   Bakhtawar, 6A, 6th Floor
   Nariman Point, Mumbai – 400 021
   Contact No. 022 - 22049230,
   Fax No. 022-22882177
   Site:- Sanjay J. Rawool- 07768996315
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Govt. of India Enterprise)  

INSTRUCTIONS TO TENDERERS  
(For Works Contracts)  

1.0 MODE OF SUBMISSION  

The Tender is to be submitted in two separate sealed covers marked as under:  

ENVELOPE-1:-  

This ENVELOPE shall contain the following:  

i) Earnest Money Deposit as per clause 2.0 of 'Instructions to Tenders' (ITT).  

ii) Letter of Undertaking for un-conditional acceptance of the tender conditions as per proforma given in ITT.  

iii) Pre-Qualification Documents and Credentials as per clause 19.0 of ITT.  

iv) Complete tender documents comprising of Notice Inviting Tender, ITT, Conditions of Contract, Specifications, Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by tenderer. Cutting or over-writing, if any, shall be signed and stamped by the person signing the Tender. All pro-forma forming part of Tender Documents shall be filled in, signed and stamped by the tenderer.  

v) Copy of Power of Attorney/ Partnership Deed, duly attested by Notary Public authorizing the person who signs the Tender.  

vi) Any other information as required to be submitted alongwith the Tender.  

This envelope shall be marked as:  

ENVELOPE-1 : "TECHNO-COMMERCIAL BID "Tender for Execution of Waterproofing work for Construction of Hangars, Utility Buildings and Allied Facilities for Package-Civil II & III, (Rotable Complex) in factory  

NIT No. :  
DUE ON :  
FROM :  

Signature of Bidder with seal
ENVELOPE – 2:-

This ENVELOPE shall contain only the PRICE-BID.

This envelope shall be marked as:


NIT No. :
DUE ON :
FROM :

Both the envelopes/packets shall be individually sealed and kept in an outer envelope marked as:


NIT No. :
DUE ON :
FROM :

The outer envelope shall be duly sealed and shall be delivered at place of submission of Tender by the date and time fixed for receipt of Tender as mentioned in “Notice Inviting Tender”. The Tenders received after the date and time of Tender receipt shall not be considered and shall be returned to the tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of Tender at place of receipt of Tender by due date and time fixed for Tender receipt. All the envelopes shall be addressed to the authority who has invited the Tender as mentioned in “Notice Inviting Tender.”

1.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money 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 unconditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in/along with the ‘Price Bid’/Tender.
1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of Tender, the 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.

2.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit of Rs.48,000/- (Rupees Forty Eight Thousand Only) required to be submitted along with the Tender shall be in the form of Demand Draft payable at Mumbai in favour of Engineering Projects (India) Limited from any Nationalized / Scheduled Bank or in the form of Bank Guarantee from any Nationalized / Scheduled Bank in enclosed format. The EMD Bank Guarantee shall be valid for a minimum period of 60 (sixty) days from last day of submission of Tender. The EMD shall be governed by Clause 7.0 of General Conditions of Contract.

3.0 EPI reserves the right to reject any or all the Tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind themselves to accept the lowest Tender. EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted/ negotiated rates.

4.0 For Item Rate Tender

4.1 4.1.1 The tenderers should quote the rates for items tendered by them in figures as well as in words and the amounts in figures only. The amount for each item should be worked out and the requisite totals and page totals given.

4.1.2 All corrections/cuttings should be signed by the tenderer. Each page of the Tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out, the rate quoted shall be taken as correct and not the amount.

4.1.3 Price shall be entered against each item in Bill of Quantities where quantities or LS (lump-sum) has been mentioned. The cost of item against which the Contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by Contractor. No rate is to be quoted against items for which no quantity is given. However, the Contractor has to quote rate against “LS” items.

5.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.

6.0 The witnesses to the Tender/ Contract Agreement shall be other than the tenderer/tenderers competing for this work and must indicate full name, address, status/ occupation with dated signatures.
7.0 The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

8.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

9.0 On acceptance of Tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the Contractor within 07 days of issue date of telegram/letter/telex/fax of intent by EPI.

10.0 The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Contractor from tendering for future works under EPI.

11.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Contractor having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Contractor’s service.

12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in tender documents.

13.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (including Client’s documents) Letter of Intent/ Letter of Work Order, Bill of Quantities, Additional Conditions of Contract, General Conditions of Contract, Specifications, Drawings, etc. The tenderers shall be deemed to have gone through the various conditions and clauses of the Tender and visited the Site and satisfied itself with Site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price/ rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

14.0 The Drawings are available at site for reference of bidders.

15.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.
16.0 Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the ‘Tender Documents’.

a) In case of Sole Proprietorship, an Affidavit of Sole Proprietorship and if the Tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

b) In case of Partnership firm, if Tender is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the tender/documents by all the partners authorizing him to sign the tender/documents.

c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

17.0 Tenders with following discrepancies are liable for rejection:-

a) Tenders with over-written or erased rates, (if not signed or stamped) percentages, amounts or rates, percentages not written in both figures and words.

b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with inadequate EMD.

c) Tender received after specified date/time whether due to postal or other delays.

d) Tender in respect of which canvassing in any form is resorted to by the tenderer whatsoever.

e) If the tenderer deliberately gives wrong information in his tender or results to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

18.0 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & conditions and specifications of the work to be done and of conditions at which stores, tools, plant, etc. will be issued to him by EPI (if any), local conditions and political situations and other factors having bearing on the execution of the works. No claim of Contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.
Tenderer shall submit the following documents along with their Tenders in the first envelope (Techno-Commercial Bid):

a) List of works executed during the last 5 years indicating name of the client, value, date of start and completion.

b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.

c) Audited balance sheet and profit and loss account along with schedules for the last 3 years or C.A. Certificate.

d) Copy of latest income-tax returns filed along with PAN.

e) Details of manpower available.

f) Details of equipments, tools and plant available.

g) Credentials and completion certificates.

h) Registration Certificate/Memorandum and Articles of Association/Partnership Deed / Affidavit.

i) Copy of Provident Fund Number allotted by PF authorities if available. Otherwise an undertaking that the same will be obtained after award of work.

j) VAT Registration.

k) Any other document as stipulated above and in “Tender Documents’
SPECIAL CONDITIONS OF CONTRACT
SPECIAL CONDITION OF CONTRACT/CONDITIONS OF CONTRACT

1. Commencement and Completion of Project: The date of start of contract shall be reckoned 7 days from the date of issue of letter of Intent and the total work has to be completed in 4 (Four) Months.

2. Tender Documents: Following documents shall form the part of contract Documents and the tenderer shall submit these documents along with the other documents mentioned elsewhere in the tender.

   a. Notice inviting the Tender
   b. Instruction to Tenderer
   c. Letter of Undertaking
   d. Form of Tender
   e. Memorandum
   f. Conditions of Contract
   g. Technical Specifications
   h. Price Bid / Bill of Quantity
   i. General Conditions of Contract

3. Taxes and Duties:

   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.

4. All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by PARTY for their portion of work. 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, etc., quoted rate to be inclusive of Service tax and all other taxes except labour cess, all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee 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’ for the completion, handing over, maintenance period etc. for the project.

5. The final bill payment to the PARTY shall be made when PARTY submits VAT return copy, copy of Annexure-J of VAT assessment incase of supplier and copy of work contract MH VAT return copy and form 408 for each assessment year. EPF clearance certificate, all other clearances, approvals, certificates approval, certificate, etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.
6. Escalation is not payable. The prices of PARTY shall be firm and fixed till the completion, handing over the contract, Defect liability period, etc. of the contract. Payment of all extra / substituted / variation items etc. related to PARTY’s scope of work admitted and paid by Client, if any, shall also be made by EPI to PARTY proportionately. Any claim by PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.

7. Mobilization Advance : NOT APPLICABLE

8. The PARTY shall be fully responsible to complete the “Works” in workmen like manner 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. In case Client reduces or increases scope of work related to PARTY’s portion of work, the same shall be binding on PARTY and the PARTY has to execute the same at the rates as per BOQ. The quantities can vary to any extent.

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

13. PARTY 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 EPI against any claim or damages whatsoever on such accounts. The PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

14. The contractor shall make necessary safety arrangements at site including as mentioned and indemnify EPI against any consequence of accident at site.

15. All the plant & machineries and labour required for execution of the project are in the scope of the party and the same are to be mobilized at site.

16. 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.

17. If there are any provisions / conditions in these Additional Conditions of Contract, which are at variance with the provisions / conditions of General Conditions of Contract of EPI / Client or mentioned elsewhere in the tender, the provisions / conditions in these Additional Conditions of Contract shall take precedence.

18. The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Structure / Building. No claim shall be entertained due to work being executed in the above circumstances.
19. Retention Money – Payment will be released within fifteen days of verification of bill by Site Incharges.

20. Other Terms and conditions

   a. Party shall make its own arrangement for electricity; water etc, at their own cost.

   b. In the event of slackness, slow progress of work, delay, bad workmanship and any other defaults on the part of the PARTY, EPI reserves the right to withdraw part of whole of the work and carryout the same at the risk and cost of the PARTY.

   c. EPI reserves the right to split the work. Even after opening the tender EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the Tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.

   d. Party shall make arrangements for Gate Passes for labour, materials & Equipments and adhere to rules & regulations of HAL.

   e. All safety norms are to be followed.

   f. All facilities for labours like labour camp, proper sanitation, drinking water etc. to be provided.

21. The Contractor shall be responsible for the rectification of defects in the works for a period of eighteen (18) months from the date of taking over of the works by the Owner/Client. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.
To

The General Manager (Contracts)
Engineering Projects (India) Ltd.
Bakhtawar, 6A, 6th Floor
Nariman Point
Mumbai – 400 021

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

NIT No ……………………………… dtd.

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 required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
Date:
FORM OF TENDER  
(TO BE TYPED ON LETTER HEAD)

To

The General Manager (Contracts)  
Engineering Projects (India) Ltd.  
Bakhtawar, 6A, 6th Floor  
Nariman Point  
Mumbai – 400 021

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 Price Bid/ 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, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

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

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

__________________________  
Signature of Bidder with seal
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. :  
NIT Package-II & III No. : ……………………….. dtd. …………………

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Clause No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>HINDUSTAN AERONAUTICS LTD ,NASIK</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. 48,000/- (Rupees Forty Eight Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 24.00 lakhs (Rupees Twenty Four Lacs Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>2 months from the date of issue of letter of Intent of Tender.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>NIL</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>N.A.</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>N.A.</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>Not applicable</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>60 (sixty) days</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Code</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5% (Five Percent only) of the contract value of the accepted tender in the form of Crossed Demand Draft / Bank Guarantee from a Nationalized Bank / Scheduled Bank within 15 days from the date of issue of letter of Intent of tender or 10% to be deducted from R.A. Bills till the amount equivalent to 5% of contract value is recovered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>5% of contract sum shall be deducted from RA bills and the same shall be returned after 90 days of completion of work against B.G.</td>
<td></td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The date of start of contract shall be reckoned ten days from the date of issue of letter of Intent.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>22 of ACC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>18 months from the date of taking over of works.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>76</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Arbitration shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, Mumbai.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Courts in Mumbai.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): ____________________________________________

OCCUPATION _______________________________________________________

ADDRESS _______________________________________________________

___________________________________________

SEAL OF TENDERER

______________________________
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:  
   -------------------------------------------------------------------
Technical Specification
PRICE BID FOR

Execution of Waterproofing work for Construction of Hangars & Utility Buildings & allied facilities, Package-II at HAL,Nasik