NOTICE INVITING TENDER

1. Tender for Granite / Marble stone flooring work for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

2. Engineering Projects (India) Ltd., invites the sealed item rate tenders for supply and laying of Granite / Marble stone in floors, risers of steps, skirting, dado, pillars, wall lining, etc. as mentioned Bill of Quantities (BOQ) from the eligible and interested bidders and the details are given below:

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Time of Completion</th>
<th>Estimated Cost (Rs.)</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Granite / Marble stone flooring work for</td>
<td>08 (Eight) Months</td>
<td>3,27,22,200 /-</td>
<td>6,54,444/-</td>
</tr>
<tr>
<td>“Construction of Mega Hostel for NIT, Calicut” at</td>
<td></td>
<td>(Rupees Three Crores Twenty Seven Lakhs</td>
<td>(Rupees Six Lakhs Fifty Four Thousand Four Hundred and Forty Four Only)</td>
</tr>
<tr>
<td>NIT, Calicut (Near Kattangal Junction)</td>
<td></td>
<td>Twenty Two Thousand and Two Hundred Only)</td>
<td></td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:

   (i) Date & Time for available of tender documents: From 06.06.2015 to 18.06.2015 – upto 12:00 PM

   (ii) Last Date & Time of submission of Tenders: On or before 18.06.2015 – by 02:00 PM

   (iii) Date & Time of opening tender (Techno-Commercial Bid): 18.06.2015 at 02:30 PM

The intending bidders can send their authorized representative at the time of opening the Techno-Commercial part of the offers.
4. Contractors who fulfill the following basic qualifying requirements are eligible to participate in the tender.

a) Experience of having completed /Substantially completed One similar work of aggregate cost not less than the amount equal to 80% of estimated cost 

(OR)

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

(OR)

Three similar works, each costing not less than the amount equal to 40% of estimated cost put to tender. Out of which one work shall be with some Central/State Government Organization / Central Autonomous Body / Central Public Sector undertaking.

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

b) Should have average annual financial turnover on works amounting atleast 30% of the estimated cost during the immediate last three (3) consecutive financial years ending on 31.03.2014.

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

d) It is desirable to have valid PF Registration No. & VAT Registration No. of the respective state. In case, the Contractor does 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.

e) Financial data of the work done for last three (3) years (duly certified and stamped) has to be submitted by the tenderer. Last three (3) years means 2013-2014, 2012-2013 and 2011-2012.

Even though applicant satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if the applicant 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. Joint Venture parties / contractors are not allowed to participate in this tender.

6. Copies of the documents such as Letter of Authority / Intent, Work Order, Agreement, etc. to be submitted in support of “Works under Execution” should be issued by the above Authorities only.

7. Completion certificates from the client 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 unsatisfactory / forged. The decision of EPI in this regard shall be final and the binding the tenderer.

8. The contractor has to produce original documents for the verification at the time of purchase of Tender Documents. Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered to be qualified for the tender work.
and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory / forged.

9. 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.


11. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 6,54,444/- (Rupees Six Lakhs Fifty Four Thousand Four Hundred and Forty Four Only). This can be either in the form of a/c. payee Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of EMD payable favouring “Engineering Projects (India) Ltd., and payable at Chennai. The EMD can also be submitted in the form of a bank guarantee equivalent to the full value of EMD of any Nationalised bank/ scheduled bank made in the prescribed format as given in the GCC of EPI. The bank guarantee shall be initially valid for 90 days from the due date of submission. The bank guarantee will be sent by EPI for its confirmation to the Regional Office / Corporate Office of the issuing bank.

EMD of the successful bidder shall be returned after submission of Security Deposit cum Performance guarantee.

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

13. 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-invited the tender at its sole discretion.

EPI does not bind its effects to accept the lowest bid. EPI also reserves its right to split the works under the present tender to two or more contractors.

14. 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.**

15. The price bid of only those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. The interested bidder can send his authorized representative at the time of opening of the price bid. However, it is made clear that the offers of the bidders found accepted to EPI shall be subject to the confirmation of authentically of the PQ documents.

16. The tenderer is required to submit all the documents duly signed and stamped on each page as token of acceptance.

17. The Tender documents shall be 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, 044-28156886, 044-28157106 Fax No. 044-28156629

Signature of Bidder with Seal       Page 3 of 21       EPI
ADDENDUM TO INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION

(a) The tenderer is required to submit their offer in two (02) separate envelopes / Covers (Envelope 1 and 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. 4.0 (a) to 4.0 (e) 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 un-conditionally accept the tender conditions, deposit the required Earnest Money, who meets the qualifying criteria mentioned in Clause No. 4.0 (a) to 4.0 (e) of NIT, submit tender fees, if applicable 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 along with their tenders in Envelope-1 (Techno-Commercial Bid)

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

b) List of flooring works under execution indicating name of the client, value, date of start and completion. (Annexure – C)

c) Audited balance sheet and profit and loss account for the last 3 years.

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

e) Copy of latest income-tax returns filed.

f) Credentials and completion certificates, if any.

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

h) Copy of Provident Fund Number allotted by PF authorities, if any.
i) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc. if any.

j) Latest Solvency certificate from Nationalized / Scheduled Bank / Revenue Department. If any.

k) Latest Sales Tax Registration of Kerala State (VAT) and Clearance Certificate, if any.

l) Contact details (Annexure – D)

m) Any other document as stipulated above and in “Tender Documents’
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1. Commencement and Completion of Project: The date of start of contract shall be reckoned from the date of issue of letter / telegram / FAX of Intent and the total work has to be completed in – 8 (Eight) Months in accordance with table of milestone

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) Addendum to Instructions to Tenderers.
   c) Additional conditions of Contract
   d) Letter of Undertaking
   e) Form of Tender
   f) Memorandum
   g) Client document
   h) GCC of CPWD 2010
   i) Priced Bid containing Summary of Cost
   j) All Addendum and Corrigendum
   k) Instruction to Tenderers and General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in >Tenders > GCC

3. Taxes and Duties:

   The rates quoted by the tenderer / contractor are inclusive of all taxes and duties except service tax. Service tax if applicable shall be reimbursed by EPI at actuals.

4. Scope of work also includes (in addition to the details mentioned elsewhere in this contract) arranging & providing required scaffolding /staging, tools & tackles, mixing the mortar, spreading the mortar & slurry, compacting the same, laying the granite / marble stones with cement, filling the joints with white cement /white cement mixed with matching pigment / other approved joint fillers, grinding / rubbing, curing, cleaning and mirror polishing, etc., in true line and levels and as per the instructions of the Engineer-in-charge (EIC) of EPI or any person authorized by him at the work site and as per terms and conditions

5. Surface preparatory works including cleaning, chipping / chiseling and leveling of the existing surfaces such as concrete or masonry including providing & laying cement mortar / concrete, if any, required for flooring works shall be done by the contractor without any extra cost. The cost for the works like, soaking of the granite / marble stone, carriage of materials, double handling charges of flooring materials for making grooves/cuttings/sleeves/holes & making required shapes etc., if any required, joint finishing are also included in the rate. The joints shall be miter joints wherever necessary. Making the joints as per the requirement is included in the rate. The pattern and style of laying of stones will be as decided by EPI or any authorized person. Any border stones if to be provided as per the requirement, the party has to be provide the same within the corresponding rates.

   Rates shall also include the cost of providing & arranging illumination at the work site, working bed/table (if required), protection of the executed works / materials from rain/damages, etc.

Signature of Bidder with Seal    Page 6 of 21    EPI
The contractor may be required to work during night as per site requirement and for that purpose the contractor shall provide area illumination as per requirement for which no extra payment shall be made to the contractor.

6. Screed concrete or leveling course with concrete, if required, in any cases, has to be provided by the contractor without any extra cost.

7. **All the works shall be executed as per IS standards /CPWD specifications.**

8. **Sample of granite / marble shall be approved by Engineer-in-charge / CPWD before procurement at no extra cost.**

9. All men, materials except item mentioned in **Annexure – A**, machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by contractor for their portion of work. The amount/rate quoted in their offer by contractor to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, etc., all transportation charges including for cartage of issue material, site office expenses, labour camp, EPF/CPF/ Statutory contributions, other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. Contractor 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.

10. **Cement** shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor from the store / godown. **Cement shall be issued to him on cost recovery basis** including taxes as applicable.

In case, the **Cement** is kept unutilized for more than three (3) months, the cost of such quantum of material shall be recovered from the next RA bill even if the same are not consumed in the work.

**No wastage is permissible for cement.** Any wastage beyond the theoretical consumption of cement shall be recovered **at the recovery mentioned in the contract.** The **Contractor shall take all measures to minimize wastage / generation of cement.**

Proper storage of all the materials procured by EPI and issued to Contractor shall be the responsibility of the contractor. In case contractor fails to take action for 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.

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 co-efficient mentioned in the contract / specification / standards / CPWD Norms and the contractor shall solely be responsible for any additional or less consumption of materials.

Requisition for issue of material to be submitted to EPI at least 15 (fifteen) days in advance and the contractor shall make close co-ordination with EPI officials in this
11. White cement and pigment to match with the color of flooring item shall be supplied by the contractor and the cost is included in the rate quoted by the contractor.

12. In the event of award of “Works”, Contractor shall submit to EPI, Bank Guarantees from a Nationalised Bank / Scheduled Bank towards **Security Deposit cum performance guarantee @ 5.0%** of the contract value of the accepted tender within 21 days from the date of LOI as per the EPI format enclosed and BG shall be valid upto the defect liability period. In case the contractor fail to furnish the security deposit cum performance guarantee within 21 days from the date of LOI, EPI may revoke the LOI and forfeit the EMD submitted by the contractor.

13. The Contractor shall have no claim on EPI in case the payments are delayed by the client due to non-acceptance of your portion of work.

14. The Contractor 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 Contractor’s portion of work, the same shall be binding on the Contractor. In case there is a reduction in the rates of EPI arising out of such transaction or enlargement of EPI’s rates pertaining to the Contractor’s portion of work, the contractor shall remain bound to execute the works at the rates reduced or enlarged proportionately.

15. The contractor shall be responsible for timely completion of the “Works” under the present contract/work order within the contractual completion period otherwise liquidated damages/compensation for delay for reasons attributable to the contractor shall be governed by the GCC of EPI.

16. The Contractor 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 Contractor, but not included in Contractor’s scope of work do not get affected / delayed.

17. 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 EPI 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.

18. All the plant & machineries required for execution of the project are in the scope of the Contractor and the same are to be mobilized at site immediately.

19. 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.

20. 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.

Signature of Bidder with Seal
21. Contractor can draw water from the open well located at the site premises. However, no claim by the Contractor shall be entertained in case water is not available in that well and Contractor shall make their own arrangement for getting water.

22. Electric power for lifting winch, water pumps/mortars, cutting/hacking machine and labour hutments required by the contractor in execution of works under his scope shall be provided by EPI at one point within the work site on chargeable basis. The contractor has to make the required arrangements for subsequent distribution and consumption at his cost.

23. Payment certification
For payment purpose, the quantity of work done as certified by EPI’s client of the respective unit / front shall be taken as the quantity of work done by the contractor to EPI.

24. Payment terms:
Payment shall be released as per GCC clause no. 37 of EPI

25. Quantity Variation:
There shall be no change in rates if the quantity varies upto (+/-) 20% (plus / minus twenty percent only).

26. 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.
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. : -----------------------------------

NIT No. : ----------------------------------

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

2. The contents of clause 1.2 and 1.3 of (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:
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. : ---------------------------------------------

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 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 Granite / Marble stone flooring work for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

**NIT No. :** SRO/MKT/TH/397 dt. 06.06.2015

<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>Granite / Marble stone flooring work for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>CPWD, Calicut Project Zone, Calicut(Kerala)</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 6,54,444/- (Rupees Six Lakhs Fifty Four Thousand Four Hundred and Forty Four Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 3,27,22,200 /- (Rupees Three Crores Twenty Seven Lakhs Twenty Two Thousand and Two Hundred Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>08 (Eight) Months</td>
</tr>
<tr>
<td>vii)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the BOQ</td>
</tr>
<tr>
<td>viii)</td>
<td>Validity of Tender</td>
<td>-</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>ix)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>-</td>
<td>5.0% (five Percent only) of Contract value in the form of Bank Guarantee from any Nationalised Bank / Scheduled bank within 21 days from the date of issue of letter / fax / telegram of Intent of tender. Otherwise EMD will be forfeited and LOI will stand cancelled.</td>
</tr>
<tr>
<td>x)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% (Five Percent Only) of the gross amount of each running bill will be deducted which will be released after completion of defect liability period.</td>
</tr>
<tr>
<td></td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
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<td>------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>xii</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td><strong>6 (Six) months</strong> 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>
Sub: List and recovery rate of material to be issued by EPI

Work: Granite / Marble stone flooring work for “Construction of Mega Hostel for NIT, Calicut” at NIT, Calicut (Near Kattangal Junction)

NIT No.: SRO/MKT/TH/397 dt. 06.06.2015

<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>Actual rate + taxes as applicable</td>
</tr>
</tbody>
</table>
ANNEXURE - B

LIST OF FLOORING WORKS EXECUTED DURING THE LAST 5 YEARS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of the work</th>
<th>Name of Employer / Client</th>
<th>Value of Contract (Rs in Crores)</th>
<th>Date of Start</th>
<th>Stipulated Date of Completion</th>
<th>Actual Date of Completion</th>
<th>Reasons for delay in completion, if any</th>
<th>Whether LD / Penalty has been imposed by Employer / Client</th>
</tr>
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<tbody>
<tr>
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Note: LD - Liquidated Damage
**LIST OF FLOORING WORKS UNDER EXECUTION**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Contract No. &amp; Date</th>
<th>Name and Address of Employer / client</th>
<th>Value of contract (Rs. In Crores)</th>
<th>Value of work completed as on date (Rs. in Crores)</th>
<th>Value of works to be completed during the period of tender completion as per the tender (Rs. In Crores)</th>
<th>Stipulated period of completion</th>
<th>Anticipated date of completion</th>
<th>Remarks</th>
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Work:  

NIT No.:  

**ANNEXURE - C**
ANNEXURE – D

CONTACT DETAILS

1. Name of the tenderer:  
   
2. Name of the contact person:  
   
3. Details of the person who signed this tender documents  
   Name:  
   Designation:  

4. Postal address for communication:  
   
5. E-mail address:  
   
6. Office phone numbers:  
   
7. Fax numbers:  

Signature of Bidder with Seal
1. The contractor shall execute the whole work in the most substantial and workmanlike manner in strict accordance with the specifications, approved design, drawings, particular specifications, special conditions, additional conditions and instructions of the Engineer-in-Charge.

2. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable location for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in execution of work.

3. The contractor shall carry out true and proper setting out of the work in co-ordination with the Engineer-in-Charge or his authorized representatives and shall be responsible for the correctness of the positions, levels, dimensions and alignments of all parts of the structure. If at any time during the progress of the work any error appears or arises in the position, level, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Engineer-in-Charge, shall rectify such error to the entire satisfaction of Engineer-in-charge. The checking by the Engineer-in-Charge or his authorized representatives shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all bench marks, pegs and pillars provided for setting out of works.

4. The contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of Engineer-in-Charge before procurement. The materials to be used in actual execution of the work shall strictly conform to the quality of samples approved by the Engineer-in-Charge and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.

5. The contractor shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer-in-Charge may require for collecting, preparing, packing, forwarding and transportation of the required number of samples for tests and for analysis at such time and to such places as directed by the Engineer-in-Charge. Nothing extra shall be paid for the above operations including the cost of materials required for tests and analysis. Testing charges, if any, will be borne by the department if the test passes. In case it fails, the same shall be borne by the contractor.

6. The necessary tests shall be conducted in the laboratory approved by the Engineer-in-Charge. The samples for carrying out all or any of the tests shall be collected by the Engineer-in-charge or on his behalf by any other officer of CPWD. The contractor or his authorized representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case the contractor or his authorized representative is not present or does not associate himself in the aforesaid operation the results of such tests and consequences thereon shall be binding on the contractor.

7. Materials used on work without prior inspection and testing (where testing is necessary) and without approval of the Engineer-in-Charge are liable to be considered
unauthorized, defective and not acceptable. The Engineer-in-Charge shall have full powers to require the removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Engineer-in-Charge. In case of default on the part of the contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed at the risk and cost of the contractor.

8. The work shall be carried out in such a manner so as not to interfere or adversely affect or disturb other works being executed by other agencies, if any.

9. Any damage done by the contractor to any existing works or work being executed by other agencies shall be made good by him at his own cost.

10. The work shall be carried out in the manner complying in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.

11. For completing the work in time, the contractor may have to work in two or more shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the laborers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amount for any other reasons.

12. The drawings for the work issued by the Engineer-in-Charge during execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained for discrepancies in the drawings.

13. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contractor under this contract.

14. No payment shall be made to the contractor for damage caused by rain, whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.

15. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, de-watering required, if any, and other inputs involved in the execution of the items.

16. Unless otherwise provided in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, depths, leads and lifts.

17. No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants etc, would be entertained under any circumstances.

18. For the safety of all labour directly or indirectly employed in the work the contractors shall, in addition to the provision of CPWD safety code and directions of the Engineer-in-Charge, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) listed below & nothing extra shall be paid on this account.
2. IS 3696 Part II Safety Code for scaffolds and ladders Part II
3. IS 764 Safety Code for excavation work.
4. IS 4138 Safety Code for working in compressed air.
5. IS 7293 Safety Code for working with construction machinery.
7. IS 4130 Safety code for demolition of buildings.

19. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences thereof.

20. Other agencies working at site will also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying/burying pipes, cables, conduits, clamps, hooks, etc. as may be required from time to time. The contractor shall extend full co-operation to other agencies for smooth execution of works by other agencies. The final finishing of the work is to be executed in co-ordination with other agencies as directed by the Engineer-in-Charge.

21. On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly. Nothing extra shall be paid on this account.

32. Stone slabs for risers and treads of staircases and steps, where specified, shall be of single piece of required width and length. No joint shall be permitted. The holes of required shape and size shall be drilled in the single piece stone slabs of treads for fixing balustrades wherever necessary. Pattern of stone slabs for landings of staircase shall be decided by the Engineer-in-Charge. Nothing extra is payable on this account.

33. Stone slabs used for treads of staircase shall be provided with three machine cut grooves of size 3mm wide x 2mm deep, 25 mm apart near the nosing of the steps. Nothing extra is payable on this account.

34. To protect the flooring and steps of staircases during construction and until the completion of the work, finished/semi-finished surface of flooring shall be covered with a thick layer of plaster of Paris and this layer shall be maintained in good condition till its removal. The removal of the layer of plaster of Paris and cleaning the surface shall be done as and when decided by the Engineer-in-Charge. After the removal of plaster of Paris and cleaning of the surface, damage, if any, shall have to be made good by the contractor. No extra payment shall be made for protection with plaster of Paris, removal of plaster of Paris, cleaning and making good the damages.

35. The contractor shall arrange to keep the premises neat and clean. The rubbish/ malba and unserviceable materials shall be removed on day to day basis.