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

Tender No. – SRO/MKT/TH/403 June 17, 2015
East Coast Chambers
92, G.N. Chetty Road
T.Nagar, Chennai 600 017

NOTICE INVITING TENDER

Tender for Plumbing 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>ESTIMATED COST (RS)</th>
<th>TIME OF COMPLETION</th>
<th>EMD DEPOSIT (RS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing Works for Construction of New Building (G+3) for Chemical</td>
<td>1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)</td>
<td>5 (Five) Months</td>
<td>2,40,000/- (Rupees Two Lakhs Forty Thousand Only)</td>
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<td>Sciences at IISc Campus, Bangalore</td>
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</table>
1.0 The brief scope of work included in this tender shall include (but not limited to) Plumbing 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 17.06.2015 to 24.06.2015 up to 12.00 PM

(ii) Last Date & Time of submission of Tenders: On or before 24.06.2015 -up to 2.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 24.06.2015 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 following similar works during the last 3 years ending last day of the month previous to the one in which applications invited:

         Three similar works, each costing not less than the amount equal to 40% of estimated cost put to tender. 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 60% of estimated cost put to tender.

         OR

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

The ‘similar works’ shall mean “Civil Works (including sanitary & plumbing)"
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 30% of the estimated cost 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 valid PAN (Permanent Account Number of Income Tax).

d) 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 & CPP Portal: 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– Instruction to Tenderers and General Conditions of Contract (Vol-I)
(iii) Technical Specification (Vol-II)
(iv) Price Bid/Bill of Quantity- (Vol-III)

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 Cl 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. 2,40,000/- (Rupees Two Lakhs Forty Thousand 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 (available in GCC, page no. 100)), 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 within-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 authenticity 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)

VOL - I

1. Instruction to Tenderers
2. Addendum of Instruction to Tenders
3. Memorandum
4. Tender Formats
5. 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- (Vol-III).

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)

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 available (Annexure – B).

e) Details of Construction Plants & Equipments, tools and plants available (Annexure - C)

f) Credentials and completion certificates.
g) Registration Certificate/Memorandum of Association/Partnership Deed.

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

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

j) Latest Sales Tax /VAT Registration Certificate.

k) Latest Solvency certificate from Nationalised/Scheduled Bank (Annexure – D)

l) 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
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.

Signature of the Bidder with seal  Page 10 of 23  EPI
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 Plumbing Works for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore.  

NIT No. : SRO/MKT/TH/403 dt 17.06.2015  

<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>Tender for Plumbing 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. 2,40,00,000/- (Rupees Two Lakh Forty Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>5 (Five) months from the date of issue of telegram / letter / FAX of Letter Of Intent.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>5% (Five Percent Only) of Contract value on submission of non-revocable and unconditional Bank Guarantee in EPI format as per Clause no 8.0 of GCC.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>SBI PLR Plus (+) 2% (two percent only) per annum</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>Recovery of mobilization advance as per GCC Clause no. 8 and Clause no. 1 of ACC</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Priced BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Price Adjustment Formula</td>
<td>-</td>
<td>Not applicable</td>
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<td>xii)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xiii)</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 up to 90 (ninety) days after the end of defect liability period.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>7.5% of the gross amount of each running bill will be deducted and shall be returned after completion of DLP.</td>
</tr>
<tr>
<td>xv)</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>xvi)</td>
<td>Defect Liability Period (DLP)</td>
<td>74.0</td>
<td>12 (Twelve) months from the date of taking over of works.</td>
</tr>
<tr>
<td>xvii)</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>xviii)</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**

Signature of the Bidder with seal
FORMAT
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>
</tr>
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</table>

Note: LD - Liquidated Damage

Signature of the Bidder with seal
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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Note: Above list shall contain the details of site in-charge, site engineers, safety officer, planning engineer, site supervisors, quality control engineer, etc. to be deployed exclusively for this job.
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>
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<td>Capacity or type</td>
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<td>Age</td>
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<td>Condition</td>
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<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) up to 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
ANNEXURE - E

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:  
   ---------------------------------------------------------
   ---------------------------------------------------------
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5. E-mail address:  
   ---------------------------------------------------------

6. Office phone numbers:  
   ---------------------------------------------------------

7. Fax numbers:  
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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. Clause no 8.1 of GCC shall be amended as below:

   First Installment of fifty percent of total mobilization advance shall be paid after fulfillment of the following conditions:
   a) Signing of the agreement.
   b) Submission of Security Deposit cum Performance Guarantee as per Clause No. 9.
   c) On mobilization of manpower, plant & equipment etc. to the satisfaction of Engineer-In-Charge of EPI

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

3. 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.

4. 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 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.

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. 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.

15. 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:
16. 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.

17. 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.

18. 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 supersede the terms and conditions contained in the Tender Documents of the Client in case of variance in any condition. However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions / exemptions shall not be applicable to the PARTY. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on PARTY.

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

20. 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.