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

TENDER NO.- EPI/WRO/CON/CDAC/730/0069

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

TENDER INVITED BY :

ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)
6A, 6TH FLOOR, BAKHTAWAR NARIMAN POINT, MUMBAI 400 021
Phone No. 022 22049232
Fax : 022 22882177
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SHORT NOTICE INVITING TENDER

NIT No. : EPI/WRO/CON/CDAC/730/0069
Date : 21.07.2015

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

The offer should be valid for a minimum period of 1 (One) month from the last date of submission of bid. In case the last date of submission of bid is extended the same shall be considered.

Delivery period: Progressively within sixty (60) days from the date of Purchase Order.

The interested tenderers can download all the documents from EPI website www.engineeringprojects.com or www.epi.gov.in with all corrigendum / Addendum uploaded till the last date of issue of tender. All the downloaded documents shall form part of the "Tender Documents".

The complete tender document comprising of the following is to be duly signed & stamped on each page and enclosed along with the price bid.

1. NIT - 2 Pages
2. Instruction to Tenderer (Suppliers) - 3 Pages
3. Letter of Undertaking, Form of Tender, Memorandum - 5 Pages
4. General Purchase Condition (GPC) - 7 Pages
5. Check List for Evaluation & Selection of Suppliers / Vendors - 2 Pages
6. Special Conditions of Contract (SCC) - 1 Page
7. Price Bid - 1 Page
The tenders of all such parties, who are not found suitable, shall not be considered. The decision of EPI in this regard shall be final & binding on the party.

The joint Ventures are not accepted.

Submission of tender as well as opening of bid will be at Mumbai at the address mentioned below:

GENERAL MANAGER, (CONTRACTS)  
ENGINEERING PROJECTS (INDIA) LTD.,  
6A, 6TH FLOOR, BAKHTAWAR  
NARIMAN POINT  
MUMBAI 400 021

Last date of submission of tender :  29.07.2015  upto  14.00 hrs.

Date & Time of Opening of Tender:  29.07.2015 at  15.00 hrs.  
(Techno Commercial Bid)

The tender fees of Rs. 500.00 (Rupees Five Hundred only) (Non-Refundable)by the crossed Demand Draft favoring ENGINEERING PROJECTS (INDIA) LTD., Mumbai, and shall be submitted by the bidder along with their bid in Envelope-1.

All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 25000/- in the form of DD/ Bank Guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favoring “Engineering Projects (India) Limited, Mumbai, The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or within adequate amount of EMD shall be rejected.

The cover must be clearly marked with title, NIT number, date of the tender enquiry and last date for receipt of tender. Tenderer shall clearly certify that the items quoted strictly conform to the specifications. Deviations, if any, should be clearly indicated on a separate deviation sheet.

EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reasons whatsoever. The information of extension / cancellation, if any, shall be given on the EPI’s website www.engineeringprojects.com or www.epi.gov.in. The intending Tenders are requested to visit the EPI’s website regularly for this purpose.
INSTRUCTIONS TO TENDERERS (Suppliers)

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, Mumbai.

2. The tenderer is requested to sign each page of tender document and return the complete tender documents.

3. Tenders shall be submitted in sealed envelope marked with Title, NIT Number and Last Date of receipt of Tender for the items as given in the Notice inviting Tender at the following address by Registered Post or through messenger within the last date of receipt of tender given in the Notice inviting Tender.

GENERAL MANAGER (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LTD.,
6A, 6th FLOOR, BAKHTAWAR
NARIMAN POINT
MUMBAI 400 021

4. The tenderer is required to submit their offer in sealed and super scribed envelopes indicating the following:-

1st Part Technical Bid:
Bidders are required to submit the following tender documents duly sealed and signed in Envelop I (technical-bid)

1. Tender Fee, EMD
2. Notice Inviting Tender, Instruction to Tenderers, SCC
3. General Purchase conditions
4. Documents for qualification
5. Price Bid Format (blank)

2nd Part Price Bid
(under a sealed cover-Envelope-II)
In this part bidder should enclose only Price bid as per price bid format enclosed in tender document. The form of Price Bid duly filled in the item rate basis format bill of quantities for
supply of Raceways for Construction of partially completed building, Innovation park of Centre for development of advance computing Pune Campus both in words and figures superscribed “Price Bid.” for NIT no, Due on, from (name& address of the bidder with contact no.) No other documents should be kept in this envelope.

ENVELOPE-III

Both the Envelopes I & II shall be put in another envelope which will be superscribed with NIT No. mentioned above and submitted to the official address mentioned below.

5. The bidders should quote in words as well as in figures the item rates quoted by them, in absence of which the Bids may not be considered and are likely to be rejected.

All corrections/cutttings 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.

6. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.

7. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.

8. Tenders must be duly signed with date and sealed.

9. The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI.

10. Tenders with following discrepancies are liable for rejections;
   a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.
   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
   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.
   e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

Signature of the Bidder with Seal

EPI
11. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.

12. EPI reserves the right to split the order.

13. These instructions to tenderers shall form part of the tender documents.

14. 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 & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

15. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.

16. The order shall be governed by the Indian Laws for the time being in force.

17. Jurisdiction: All disputes shall be subject to MUMBAI Courts alone.

18. Tenderer shall submit the following documents in respect of their credentials along with their tender in technical bid.
   a) Tender Fee, EMD
   b) Product brochure
   c) List of major clients to which material supplied
   d) List of orders executed / under execution
   e) Price Bid - blank

| Contact details for Tender Related Queries /Visit | Shri. Prashant Bajpai  
Engineering Projects (India) Ltd.,  
(A Govt. of India Enterprise)  
6A, 6th Floor, BAKHTAWAR,  
Nariman Point, Mumbai – 400021  
Tel No : 022 22049230 (7738032265)  
Fax : 022 22882177  
e-mail : wromumbai@epi.gov.in |

Signature of the Bidder with Seal  
5  
EPI
LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED

(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

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 the Tender Documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer) Seal

of Tenderer

Dated :
FORM OF TENDER

To,

Engineering Projects (India) Limited

(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me/us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

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

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.
6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and/or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the ___________________________ day of ____________________

SIGNATURE OF TENDERER NAME
(CAPITAL LETTERS): OCCUPATION

ADDRESS

________________________________________

SEAL OF TENDERER
MEMORANDUM

Ref : Tender for Supply of Raceways for Construction of Partially completed Building at Centre for Development of Advance Computing (CDAC) at Pune Campus, Pune, Maharashtra.

NIT No.: EPI/WRO/CON/CDAC/730/

<table>
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<tr>
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<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
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<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td><strong>Tender for Supply of Raceways for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra</strong></td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>Centre for Development of Advance Computing (CDAC) at Pune Campus, Pune.</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate Contract</td>
</tr>
<tr>
<td>iv.</td>
<td>Duration of contract</td>
<td>NIT</td>
<td>NIT 02 months from the date of issue of LOI/ Work Order</td>
</tr>
<tr>
<td>v.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>10% of the contract value. (Advance will be paid on receipt of corresponding advance from client)</td>
</tr>
<tr>
<td>vi.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>12%</td>
</tr>
<tr>
<td>vii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>On Pro-rata basis as per lot of supply</td>
</tr>
<tr>
<td>viii.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>N.A.</td>
</tr>
<tr>
<td>ix.</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>30 days from the date of opening of Price Bid.</td>
</tr>
<tr>
<td>x.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</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</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Value</td>
<td>Details</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td>xi.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% shall be released after completion of DLP of 12 months however same can be released against submission of B.G. on equivalent amount after commissioning of project.</td>
</tr>
<tr>
<td>xii.</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned from date of issue of LOI.</td>
</tr>
<tr>
<td>xiii.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>12 months from the date of taking over by client.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>N.A.</td>
</tr>
<tr>
<td>xv.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts at Mumbai.</td>
</tr>
</tbody>
</table>

**SIGNATURE OF BIDDER**

**NAME (CAPITAL LETTERS)** : ________________________________

**OCCUPATION** : ________________________________

**ADDRESS**

______________________________________________________________________________

______________________________________________________________________________

**SEAL OF BIDDER**
SPECIAL CONDITIONS OF CONTRACT (SCC)

NIT No.:

1. The following Special Conditions of Contract shall be read in conjunction with General Purchase Conditions (GPC). If there are any provisions in these Special Conditions of Contract, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Special Conditions of Contract shall take precedence.

2. Payment Terms: The Clause No.4 of GPC shall be replaced as under:

   Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by RTGS.

   2.1 95% of the price of the material shall be paid within seven (7) days receipt of material at site in good condition. **The invoice should be supported by manufacturer test certificate**

   2.2 Remaining 5% shall be released after completion of DLP of 12 months however same can be released against submission of B.G. on equivalent amount after commissioning of project.

3. The rates quoted by the bidder shall be inclusive of all taxes, LBT, VAT, freight, packing & forwarding, excise duties and other charges as applicable on FOR site delivery basis.

   However, bidder must indicate the bifurcation of the various cost elements of their quoted Price in a separate statement along with the Price Bid i.e. **Basic price + taxes & duties + Freight + loading & transportation cost up to site.**

4. Maker's Test Certificate: The Clause No.7 of GPC shall be replaced as under:

   Manufacturer's test certificate shall be supplied by the manufacturer along with the invoice / challan. Failure to comply may cause delay in release of payment by EPI.

5. Bidder / supplier must ensure delivery of material in damage free and as per approved mock up sample failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract.

6. Materials shall be delivered at Survey No. 34, Panchavati, Oppo. Pashan Road, C-DAC site, Pune.

7. Insurance : Transit Insurance to be arranged by the Supplier.

8. Quantity Variation: The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 50% to the quantities mentioned in the Price Bid.

9. The quantity of items may change after approval of detail interior drawings.