Tender No. SRO/MKT/TH/447

December 10, 2015

NOTICE INVITING TENDER

Tender for Painting works for Construction of New Building (G+3) for Chemical Science at IISc Campus, Bangalore.

1. Engineering Projects (India) Ltd., invites sealed item rate tenders for Providing and applying putty Plastic Emulsion paint, Weather coat painting, Primer Coat, New wood Surface, Painting on wood surface, Enamel paint over New Steel metal surface and Melamine Polishing etc. as per the scope of work in this tender as specified in Bill of Quantities (BOQ) and Technical specifications’ from the eligible and interested bidders who are well experienced in the similar type of works and the details are given below:

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painting works for Construction of New Building (G+3) for Chemical Science at IISc Campus, Bangalore</td>
<td>4 months from the date Of issue of telegram / letter / FAX of Intent of Tender.</td>
<td>Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand Only)</td>
</tr>
</tbody>
</table>

2. Time schedule of Tender activities:

(i) Date & Time for downloading tender documents: From 10.12.2015 to 23.12.2015 up to 12:00 PM

(ii) Last Date & Time of submission of Tenders: On or before 23.12.2015 – by 02.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 23.12.2015 at 03:00 PM
3. Contractors who fulfil the following basic qualifying requirements are eligible to participate in the tender. **Applicants with the authorization letter from the approved paint manufacturers are also allowed to participate in this tender.**

a) Applicator should have executed **similar works during** the last 3 years ending 31.03.2015 as given below.

One (01) similar completed work valuing at least 15 Lakhs

**OR**

Two (02) similar completed works valuing at least 8 Lakhs

**OR**

Three (03) similar completed works valuing at least 6Lakhs

**Similar works means Painting application work**

b) Applicator should have a valid PAN (Permanent Account Number of Income Tax)

c) Applicator should have a valid PF Registration No.

d) Applicator should have a valid VAT & Service tax Registration number.

e) 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.

4. The experience certificates issued by Government Organizations and private party shall be accepted for assessing the eligibility of the tenderer.

5. Copies of the documents such as Letter of Authority / Intent, Work Order, Agreement, etc. to be submitted in support of “Works under Execution”.

6. 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.

7. 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.

8. Tender documents comprising of the following are available on the website of: www.epi.gov.in / www.eprocure.gov.in/ Engineering Projects (India) Limited.

a) **Downloadable documents available in website**

(i) Notice Inviting Tender
(ii) Instruction to Tenderers & General Contract Conditions, Memorandum, Form of Tender and Letter of Undertaking
(iii) Additional Conditions of Contract
(iv) Bill of Quantity
10. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs.1,50,000.00. This can be either in the form of Cross Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of EMD payable favouring “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, favouring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

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

12. 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.

13. 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.**

14. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 (Lowest) bidders shall be accepted subject to the confirmation of authenticity of the PQ documents.

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

16. 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
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. 3.0 of NIT 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. 3.0 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 unconditional 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 works executed / being executed during the last 3 years indicating name of the client, value, date of start and completion. (Annexure – A) along with notarized copies of experience certificate.

b) Copy of latest income-tax returns filed for the last 3 years.

c) Credentials and completion certificates.

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

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

f) Latest Service Tax and VAT Registration Certificate.

g) Contact details (Annexure – B)
**ADDITIONAL CONDITIONS OF CONTRACT**

1. Commencement and Completion of Project: The date of start of contract shall be reckoned from the 7th day after date of issue of letter / telegram / FAX of Intent and the total work has to be completed in– **4 (Four) Months** in accordance with table of milestone as given below:

<table>
<thead>
<tr>
<th>Period after date of Commencement</th>
<th>Percentage of work completed (Based on contract lump-sum amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st month</td>
<td>15%</td>
</tr>
<tr>
<td>2nd month</td>
<td>40%</td>
</tr>
<tr>
<td>3rd month</td>
<td>75%</td>
</tr>
<tr>
<td>4th month</td>
<td>100%</td>
</tr>
</tbody>
</table>

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) Letter of Undertaking  
d) Form of Tender  
e) Memorandum  
f) Additional conditions of Contract  
g) Bill of Quantities  
h) All Addendum and Corrigendum, if any  
i) Instruction to Tenderers and General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at [www.epi.gov.in](http://www.epi.gov.in)>Tenders > GCC

3. Taxes and Duties:

The relevant and required documents in respect of VAT assessment / service tax assessment for EPI for availing exemption / deductions by EPI are to be submitted along with each RA bill failing which the VAT Tax levied / suffered by EPI is to be borne by the contractor and will be recovered from the forthcoming bills. The bills / Tax invoice are to be submitted in the format required under the respective tax acts indicating input tax.

4. All men, materials, machinery, tools and plants, infra-structure, scaffoldings, resources etc., as required for execution of “Works” shall be provided and arranged by PARTY for their portion of work. The amount/rate quoted in their offer by PARTY to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, levies, royalties, octroi, entry tax, VAT, WCT/TOT, service tax, labour welfare cess etc., all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions etc., other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. PARTY shall comply with all the requirements laid down as per ‘Tender Documents’ as per terms, conditions, Specifications, drawings, documents etc. given in the ‘Tender Documents’ for the Completion, handing over, maintenance period etc. for the project.

Signature of bidder with seal  

Page 5 of 15  

EPI
5. In the event of award of “Works”, PARTY shall submit to EPI, a bank guarantee issued by a Nationalised Bank / Scheduled Bank equivalent @ 5% (Five Percent Only) of the contract value of the accepted tender within 15 days from the date of LOI upto **the defect liability period as security deposit cum performance guarantee** failing which EPI at its own discretion may revoke the LOI & forfeit the EMD furnished along with tender.

6. The final bill payment to the PARTY shall be released only after receipt of corresponding payment from client and when PARTY submits Sales Tax /VAT clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.

   The party shall have no claim on EPI in case the payments are delayed by the client due to any reason whatsoever.

7. **Payment terms:**

   Payment shall be released to the contractor in the manner as follows:

   a) The Contractor shall submit monthly RA bills to EPI along with detailed measurement. On receipt of such RA bill from the Contractor, EPI shall roughly assess the quantum of work and the corresponding amount of work done, and 80% of that amount shall be released to the Contractor within 10 days of receipt of such RA bills.

   b) 20% of the amount shall be released after verification of detailed measurements.

8. Escalation is not payable. The prices of PARTY shall be firm and fixed till the completion, handing over, Defect liability period, etc. of the contract. Payment of all extra / substituted / variation items etc. related to PARTY’s scope of work admitted and paid by Client, if any, shall also be made by EPI to PARTY proportionately. Any claim by PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.

9. **Mobilization Advance:** Interest Bearing Mobilization advance up to maximum of amount of 10% at an interest as mentioned in the “Memorandum” shall be paid to the Contractor on submission of an irrevocable and unconditional Bank Guarantee equivalent to 110% of the amount.

10. The PARTY shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount.

11. 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 towards this job shall be recovered from PARTY’s bills or other dues. Otherwise, Liquidated Damages / Compensation for delay shall in general be governed by the relevant clauses of GCC.

12. The party shall plan and execute the “Work” in his scope of work in such a manner that the other works, connected with the “Works” of the party, but not included in Party’s scope of work do not get affected / delayed.
13. PARTY shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. The PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

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

15. All the plant & machineries, shuttering materials, specialized tools & tackles required for execution of the project are in the scope of the party and the same are to be mobilized at site immediately.

16. The bid should be submitted in original documents as issued by EPI or as downloaded from the website www.epi.gov.in or www.eprocure.gov.in. No alteration or correction should be made under any circumstances in the bid documents issued by EPI or as downloaded from the website.

17. Water and Electricity required shall be arranged by the contractor at his cost.

18. The Contractor shall be responsible for the rectification of defects in the works for a defect liability period of 1 Year from the date of taking over of the works by the Owner/Client. Any defects discovered and brought to the notice of the Contractor within the defect liability period be attended to and rectified by him forthwith at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.
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 Painting works for Construction of New Building (G+3) for Chemical Science at IISc Campus, Bangalore.

NIT No. : SRO/MKT/TH/447 dt. 10.12.2015

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:

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Signature of 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 Painting works Construction of New Building (G+3) for Chemical Science at IISc Campus, Bangalore.

NIT No. : SRO/MKT/TH/447 dt. 10.12.2015

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 / Summary of Cost quoted by me / us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

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

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

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.
5. I/we hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in 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 Painting works for Construction of New Building (G+3) for Chemical Science at IISc Campus, Bangalore.

**NIT No.** : SRO/MKT/TH/447 dt. 10.12.2015

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Clause No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Painting works for Construction of New Building (G+3) for Chemical Science 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 Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>-</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>4 months from the date of issue of telegram / Letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>10% of Contract value against submission Bank Guarantee for 110% of contract value.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>SBI PLR Plus (+) 2% per annum</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of instalments for recovery of Mobilization Advance</td>
<td>8</td>
<td>Recovery of mobilization advance as per GCC Clause no. 8</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Price Bid / Bill of Quantities</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9</td>
<td></td>
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<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
<td></td>
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<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td></td>
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<td>xv)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
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<td>xvi)</td>
<td>Arbitration</td>
<td>76</td>
<td></td>
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<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):**

**OCCUPATION**

**ADDRESS**

**SEAL OF TENDERER**
**Work**: Painting works for Construction of New Building (G+3) for Chemical Science at IISc Campus, Bangalore.

NIT No: SRO/MKT/TH/447. Dtd. 10.12.2015

**LIST OF WORKS EXECUTED / BEING EXECUTED DURING THE LAST 3 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>
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**Note**: 1. LD - Liquidated Damage

2. Above statement shall be supported with the completion certificates.
ANNEXURE - B

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: ...............................................................................