NOTICE INVITING TENDER

1. Tender for integral cement based water proofing treatment works at all levels and position for the project for “Construction of Mega Hostel” at NIT, Calicut (Near Kattangal Junction).

2. Engineering Projects (India) Ltd., invites the sealed item rate tenders for integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc., consisting various operations such as applying slurry coat of neat cement, laying brick bats / broken bricks with cement mortar & water proofing compound, laying glass fibre cloth, etc. on roofs, balconies, terraces, etc. as specified in the Bill of Quantities (BOQ) and Technical specifications from the eligible and interested bidders who are well experienced in the water proofing works and the details are given below:

<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>Integral cement based water proofing treatment works at all levels and position for the project for “Construction of Mega Hostel” at NIT, Calicut (Near Kattangal Junction)</td>
<td>18,20,000/- (Rupees Eighteen Lakhs Twenty Thousand Only)</td>
<td>5 (Five) Months</td>
<td>36,000/- (Rupees Thirty six Thousand Only)</td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:

   (i) Date & Time for available of tender documents: From 02.02.2016 to 16.02.2016 – upto 12:00 PM

   (ii) Last Date & Time of submission of Tenders: On or before 16.02.2016 – by 02:00 PM

   (iii) Date & Time of opening tender (Techno-Commercial Bid): 16.02.2016 at 03 :00 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) Contractor should have executed **Similar Works** during the last 5 years ending 31.03.2015 as given below

   One (01) similar completed works valuing **at least 80%** of the estimated cost put to tender.

   OR

   Two (02) similar completed works valuing **at least 50%** of the estimated cost put to tender.

   OR

   Three (03) similar completed works valuing **at least 40%** of the estimated cost put to tender.

   The “Similar Works” means water proofing works of multistoried buildings or any structure.

b) The value of executed works by the tenderer shall be brought to current costing level by enhancing the actual value of work done at the **simple rate of 7% per annum** calculated from the date of completion to the last date of receipt of application of tenders.

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. & Service Tax Registration No. In case, the Contractors do not have PF Registration No., VAT Registration No. & Service Tax Registration No. then they will have to give undertaking that they will obtain PF Registration No., VAT Registration No. & Service Tax Registration No. within one month of award of work or before release of payment against 1st 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.

5. 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 competent Authorities only.

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

(i) Notice Inviting Tender
(ii) Instruction to Tenderers & General Conditions of Contract (GCC of EPI), Memorandum, Form of Tender, letter of Undertaking
(iii) Additional Conditions of Contract
(iv) GCC of CPWD 2010
(v) Price Bid / Bill of Quantity

9. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 36,000/- (Rupees Thirty six Thousand 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.

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

11. 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.

12. 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.

13. 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.

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

15. 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. 4.0 (a) to 4.0 (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

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 (d) 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-conditionnal 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 – B) along with notarized copies of experience certificate.

b) Copies of Audited balance sheet and profit and loss account for the last 3 years.

c) Copies of turnover certificate for last 3 (three) financial years issued by the Chartered Accountant.

d) Copy of latest income-tax returns filed.

e) Registration Certificate/Memorandum of Association/Partnership Deed

f) Copy of Provident Fund Number allotted by PF authorities, if any.

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

h) Latest Sales Tax Registration and Clearance Certificate.

i) Contact details (Annexure – C)
FORMAT OF GUARANTEE FOR WATER PROOFING WORKS

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The agreement made this ................. day of ............. two thousand and .......... Between .............. son of ............... of ............... (hereinafter called the guarantor of the one part) and the president of India (hereinafter called government of the other part).

Whereas this agreement is supplementary to a contract (hereinafter called the contract) dated ............. And made between the guarantor of the one part and the government of the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the said contract water and leak-proof.

And whereas guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

Now the guarantor hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:
(a) misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
(b) alteration shall mean construction of an additional storey on part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
(c) the decision of the engineer-in-charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the engineer-in-charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the department by some other contractor at the guarantor's cost and risk. The decision of the engineer-in-charge as to the cost, payable by the guarantor shall be final and binding.

That if guarantor fails to execute the water proofing or commits breach there under then the guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the guarantor in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the government the decision of the engineer-in-charge will be final and binding on the parties.

In witness whereof these presents have been executed by the obligor ................. And by ................. and for and on behalf of the president of India on the day, month and year first above written.

Signed, sealed and delivered by obligor in the presence of --
1. 
2. 

Signed for and on behalf of the president of India by ................. In the presence of --
1. 
2. 
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:

Signature of Bidder with Seal
Page 6 of 18
EPI
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 integral cement based water proofing treatment works at all levels and position for the project for “Construction of Mega Hostel” at NIT, Calicut (Near Kattangal Junction).

NIT No. : SRO/MKT/TH/460 dt. 02.02.2016

<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>Integral cement based water proofing treatment works at all levels and position for “Construction of Mega Hostel” at NIT, Calicut (Near Kattangal Junction).</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td>CPWD, Calicut Project Zone, Calicut(Kerala)</td>
<td></td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>Item Rate Contract</td>
<td></td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 18,20,000/- (Rupees Eighteen Lakhs Twenty Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 36,000/- (Rupees Thirty six Thousand Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>5 (Five) Months</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>10% of Contract value against Bank Guarantee</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 installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>As per GCC of EPI</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>-</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xii)</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. Else contractor shall request EPI to convert the EMD submitted along with tender as part of security deposit and balance can be deducted from RA bills @ 10% for such time total security deposit accumulates</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to 5% of contract value. Security Deposit shall be refunded on completion of work as per work order along with DLP.</td>
<td></td>
</tr>
<tr>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td></td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td></td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>76</td>
<td></td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td></td>
</tr>
</tbody>
</table>

The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Intent of Tender.

10% the value of work done shall be retained from each RA bills which will be released after the expiry of five (5) years from the date of completion as certified by EPI if no defects are found in water proofing work or the defects are made good. The amount shall be adjusted against the expenses incurred on making good the defects if the contractor commits breach of guarantee.

12 (Twelve) Months from the date of taking over of works.

Arbitration shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, Chennai

Courts in Chennai

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) :

OCCUPATION :

ADDRESS :

SEAL OF TENDERER :
Sub: List and recovery rate of material to be issued by EPI

Integral cement based water proofing treatment works at all levels and position for the project for “Construction of Mega Hostel” at NIT, Calicut (Near Kattangal Junction).

**NIT No.**: SRO/MKT/TH/460 dt. 02.02.2016

<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>Bags</td>
<td>Free issue</td>
</tr>
</tbody>
</table>


**ENGINEERING PROJECTS (INDIA) LIMITED**
(A Government of India Enterprise)

**ANNEXURE - B**

Work:  

NIT No.:  

**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>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Note: LD - Liquidated Damage
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:  
   

ADDITIONAL CONDITIONS OF CONTRACT

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 – 5 (Five) Months.

2. Tender Documents: Following documents shall form the part of contract Documents and the tenderer shall submit these documents along with the other documents mentioned elsewhere in the tender.
   a) Notice inviting the Tender
   b) Addendum to Instructions to Tenderers.
   c) Letter of Undertaking
   d) Form of Tender
   e) Memorandum
   f) Additional conditions of Contract
   g) GCC of CPWD 2010
   h) Bill of Quantities
   i) All Addendum and Corrigendum
   j) 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 including labour welfare cess except service tax. Service tax shall be reimbursed by EPI at actuals on submission of documentary proof by the contractor.

4. The rate quoted by the Contractor shall be as per BOQ inclusive of cost of all material, labour, all tools and tackles inclusive of making temporary staging or any suitable arrangement like hoist if required. Rates shall also include the cost of providing illumination at the work site, working accessories, cleaning of floors and incidental expenses in carriage of the required materials to the work site, etc.

   Cleaning and hacking the concrete surface wherever required shall be done by the contractor without any extra cost to EPI. The contractor shall make arrangement for curing, provision of curing bunds / jute gunny bags as required, lifting of materials at every floor & roof, etc. without any extra cost.

5. 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, labour welfare cess etc., all transportation charges including for cartage of issue material, site office expenses, labour camp, bank guarantee charges, insurance charges, 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.

6. **Cement** shall be procured by EPI directly from the Manufacturer / Dealer and shall be issued to the contractor. **Cement shall be issued to him free of cost.**

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 actual cost / rates of procurement by EPI including the cost of transportation, taxes and duties etc..** 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. In case of non-supply of materials by EPI due to any reason, the Contractor may be permitted to procure the materials with the prior written approval from EPI without any claim on EPI and the cost for the same shall be reimbursed by EPI.

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 provision of contract / specification / standards and the contractor shall solely be responsible for any additional or less consumption of materials. In case material is consumed less than that calculated as per the co-efficient of consumption as per the contract / relevant specification / CPWD Norms, the contractor shall identify the portion of work / whole work where material consumed is less than that specified above and dismantle such work and redo the same at his own cost.

In case contractor fails to identify the work where material has been consumed less than that specified in the contract / relevant specification / CPWD Norms, EPI/Client shall take decision to identify the portion of work / whole work and it shall be the binding on the contractor to dismantle and redo the work as identified by EPI/Client. Failure on the part of contractor to take action in this regard, EPI/Client shall take action to dismantle such work and redo the same at the risk and cost of contractor.

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 regard till material is received at site. Non-issuance of material by EPI shall not be the reason for extension of time.

7. Proper storage of all the materials procured by EPI and issued to Contractor if any, 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.
8. 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. Consumption of materials shall be calculated as per the provision of contract / specification / standards and the contractor shall solely be responsible for any additional or less consumption of materials.

9. 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. Else contractor shall request EPI to convert the EMD submitted along with tender as part of security deposit and balance can be deducted from RA bills @ 10% for such time total security deposit accumulates to 5% of contract value.

10. 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.

11. 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.

12. 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. Contractor’s rates shall be firm for the actual quantities executed up to the quantities covered under variation clause.

13. 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

14. 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.

15. 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.

16. Safety gadgets such as safety shoes, safety helmets (workmen category), safety nets, safety belts, goggles, safety gloves, etc shall be provided by the contractor to the workmen and other staffs and always keep EPI indemnified against any injury, claim, loss or consequence whether minor, major or fatal. The contractor shall erect safety nets, safety
tapes, guard bars, etc make necessary safety arrangements at site including as mentioned in GCC of EPI. All requisite safety precautions to work at different elevations of multistoried buildings are to be taken care by the contractor themselves. The contractor shall have no claim whatsoever on EPI on this account.

17. 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.

18. 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.

19. 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.

20. 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.

21. Electric power for water pumps / motors, small cutting /bending/ hacking machine and labour huts required by the contractor for execution of works under his scope shall be provided by EPI at one point within the work site. The contractor has to make the required arrangements for subsequent distribution at his cost.

22. **Payment certification**

For payment purpose, the quantity of work as certified by EPI Engineer pertaining to the respective unit / front shall be taken as the work done by the contractor to EPI.

23. **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 and reconciliation statement of materials issued by EPI. On receipt of such RA bill from the Contractor, EPI Engineer shall certify the quantum and corresponding amount of work done, for release of 85% of the RA bill amount, shall be released to the Contractor within 10 days from the date of certification of such bills by EPI Engineer of receipt of such RA bills.

b) **Balance 15%** of the amount due to the contractor against the certified work executed by him shall be paid after the curing period of the water proofing work is over and on certification of work desired by EIC of client -against running account bills duly supported by measurements as certified by an authorized person of EIC.

24. The contractor shall give **five (5) years guarantee** in the prescribed format (enclosed) on a non-judicial stamp paper (of contract amount) for water proofing works. In addition to **this 10% the value of work done** shall be retained from each RA bills which will be released
after the expiry of **five (5) years** from the date of completion as certified by EPI if no defects are found in water proofing work or the defects are made good. The amount shall be adjusted against the expenses incurred on making good the defects if the contractor commits breach of guarantee.

25. **Quantity Variation:**
   There shall be no change in rates if the quantity varies up to \( \pm 30\% \) (plus / minus thirty percent only).

26. The contractor shall maintain proper labour records such as register of wages, muster roll, wages slip, overtime register for workers, etc as per the labour laws. PF records / challan are to be maintained and submitted for all the workers engaged for the work.

27. 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 of this tender, the provisions / conditions in these Additional Conditions of Contract shall take precedence.

28. The front for undertaking work shall be available in stages.

29. The price shall be firm and no escalation / upward revision of prices shall be applicable even if the work is extended for any reason whatsoever.

30. Specifications to be followed for execution of work:
   **CPWD specification 2009, Volume- I & II (With upto date correction slips).** The contractors are requested to read the specifications thoroughly before submitting their bids.