LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED
50 Chowringhee Road
Kolkata-700071

Ref.: TENDER FOR CIVIL AND ELECTRICAL WORKS RELATED TO INSTALLATION OF HVAC SYSTEM IN THE J.C.GHOsh & P.C.ROY SCIENCE BLOCK, IIT Kharagpur.

NIT No.: ERO/MMD/674/1048 dated. 17.02.2016

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
50, Chowringhee Road
Kolkata-700071

Ref.: TENDER FOR CIVIL AND ELECTRICAL WORKS RELATED TO INSTALLATION OF HVAC SYSTEM IN THE J.C.GHOSH & P.C.ROY SCIENCE BLOCK, IIT KHARAGPUR.

NIT No. : ERO/MMD/674/1048 dated 17.02.2016

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”.

Signature of Contractor

Page 8

EPI
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 CIVIL AND ELECTRICAL WORKS RELATED TO INSTALLATION OF HVAC SYSTEM IN THE J.C.GHOSH & P.C.ROY SCIENCE BLOCK, IIT Kharagpur.

NIT No.: **ERO/MMD/674/1048 dated. 17.02.2016**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>CIVIL AND ELECTRICAL WORKS RELATED TO INSTALLATION OF HVAC SYSTEM IN THE J.C.GHOSH &amp; P.C.ROY SCIENCE BLOCK</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Indian Institute of Technology, Kharagpur</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Rate Basis</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 4,70,788.00 (Rupees Four Lakh Seventy Thousand Seven Hundred Eighty Eight Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. <strong>2,35,39,380.00</strong> (Rupees Two Crore Thirty Five Lakh Thirty Nine Thousand Three Hundred Eighty only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for Completion of Work</td>
<td>NIT</td>
<td>Total work to be completed in 04 (Four) months in accordance with the time schedule of completion of work in the tender documents</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>20.0 (ACC)</td>
<td>Deleted.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>--do--</td>
<td>Not applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Installments for recovery of Mobilization Advance</td>
<td>--do--</td>
<td>Not applicable.</td>
</tr>
</tbody>
</table>

**Signature of Contractor**

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EPI
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Value</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>x)</td>
<td>Schedule of Rates applicable</td>
<td>--</td>
<td>As per tender document.</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>(GCC) 90 (Ninety) Days from the date of opening of price bid.</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>(GCC) 5.00% (Five percent only) of contract value within 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.</td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>(GCC) 5.00% (Five percent only) of the contract amount which shall be deducted in the manner set out in this contract.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>(GCC) The date of start of contract shall be reckoned from 10th day from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.</td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>(GCC) 12 (twelve) Months from the date of taking over of works.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>10.0</td>
<td>(ACC) Amended</td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>10.3</td>
<td>(ACC) Courts in Kolkata</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS): ____________________________________________

OCCUPATION: ________________________________________________________

ADDRESS: __________________________________________________________

__________________________________________

SEAL OF TENDERER
ADDENDUM TO INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION

(a) 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 (i) in addition to Clause No. 1.0 (i) to (vi) given in Page No. (1) of “INSTRUCTIONS TO TENDERERS”.

(b) The tenderer who shall download the tender documents directly from EPI’s website they have to submit tender fees of Rs. 10,000.00 (Rupees Ten Thousand Only) (Non-refundable) by Crossed Demand Draft / Pay Order favouring “Engineering Projects (India) Ltd.”, payable at Kolkata with their bid in Envelope – 1.

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) to 1.0 (i) of NIT, submit tender fees as defined above in Clause 1.0 (b) 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/ Tender Fee 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.