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

NOTICE INVITING TENDER 

Tender No ERO/MMD/674/1054 Dated 17.03.2016 

TENDER FOR MISCELLANEOUS CIVIL WORKS IN & AROUND THE J.C.GHOSH & P.C.ROY SCIENCE BLOCK, IIT KHARAGPUR. 

EPI is constructing J.C.GHOSH & P.C.ROY SCIENCE COMPLEX for Indian Institute of Technology (IIT), Kharagpur. Now, IIT-Kharagpur intend to carry out certain miscellaneous civil works in & around the aforesaid building to mitigate the need of the user. 

Sealed percentage rate tenders in two bid system (Techno Commercial and Price bid) are invited by Engineering Projects (India) Ltd. (EPI) on behalf of Indian Institute of Technology (IIT), Kharagpur from eligible & experienced contractors for the following works: 

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Work</th>
<th>Qty.</th>
<th>Estimated Cost</th>
<th>Earnest Money Deposit</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Miscellaneous civil works related to Fire resistant doors, Teak &amp; sal wood decorative doors, Expansion joint filling, Grab bar fixing in handi-capped toilets, Bituminous road works, Rain water harvesting pit works etc.</td>
<td>01 Job</td>
<td>Rs.34,67,866.67 (Rupees Thirty Four Lakh Sixty Seven Thousand Eight Hundred Sixty Six and paise Sixty Seven only)</td>
<td>Rs.69,357.00 (Rupees Sixty Nine Thousand Three Hundred Fifty Seven Only)</td>
<td>01 (One) month</td>
</tr>
</tbody>
</table>

Apart from above, any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out on item rate basis as per bill of quantities and tender conditions.

The detailed scope of work is given in the tender document.

Time schedule of tender activities.

i) Date & Time of sale/downloading of Tender Document: From 17/03/2016 to 30/03/2016 between 11:00 Hrs. IST to 17.00 Hrs. IST 

ii) Last Date & Time of Submission of Tenders: 31/03/2016 upto 15.00 Hrs. IST 

iii) Date & Time of Opening of Envelope-1 (Techno-Commercial Bid): 31/03/2016 at 15.30 Hrs. IST
In case any unscheduled holiday takes place on the last day of issue of Tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of tender.

1. Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender. The joint ventures are not accepted.

a) Bidder Should have completed/substantially completed during last 7 (Seven) years from the last date of submission of the bid the following “similar works”.

i) Three similar works each of costing minimum 40% of the estimated cost put to this tender.

OR

ii) Two similar works each of costing minimum 50% of the estimated cost put to this tender.

OR

iii) One similar work costing minimum 80% of the estimated cost put to this tender.

One similar work of any nature (either part of i to iii) or a separate one) costing not less than the amount equal to 40% of the estimated cost put to this tender with Central/State Government Organization / Central Autonomous Body / Central Public Sector undertaking.

- Similar works shall mean “Building with infrastructural development work”.

- The cost of free issue materials shall not be included in the completion cost of works.

- For evaluation purpose, the completion cost of works mentioned in the completion certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT.

b) Should have had Average Annual Financial Turnover of not less than 30% of the estimated cost of the work in the last three consecutive years ending 31.03.2015 duly certified by a Chartered Accountant.

c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years ending 31.03.2015. Copies of balance sheet/certificate from Chartered Accountant to be submitted.

d) Should have a Solvency of 40% of the estimated cost issued by a Bank. The Solvency Certificate should not have been issued earlier than one year of last date of submission of the tender.

e) Should have valid Permanent Account Number of Income Tax and Service Tax Registration number.

f) Should have valid PF Registration number. It is desired that bidder should have valid VAT Registration number in the State of West Bengal. In case the bidder do not have valid VAT registration number, the same shall be obtained by the successful bidder within one month from the date of LOI or before release of 1st R/A bill whichever is earlier.
g) Should have latest Sales Tax clearance Certificate.

Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if the applicant 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.

2. Tenderers have to submit confirmation letter whether they are registered under MSME Act or not, if yes, then to submit relevant copies of the registration letter (in the form of Memorandum -2 with the concerned DIC) in envelop-1 i.e. Techno-commercial part and the party will be exempted from submission of tender fee and EMD.

3.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in/ CPP Portal

(i) Instruction to Tenderers, General Conditions of Contract (available in EPI’s website), Addendum to Instruction to Tenderers, Memorandum, Form of Tender & Letter of Undertaking – (Vol-I)
(ii) Notice Inviting Tender, Additional Conditions of Contract and Tender Drawings - (Vol-II)
(iii) Bill of Quantity & Quoting Sheet - (Vol-III)

4.0 The complete tender documents can be downloaded by the intending bidders directly from EPI website www.epi.gov.in and cpp portal www.eprocure.gov.in. The tender fees of Rs.5,000.00 (Rupees Five Thousand only) (Non-Refundable) by Crossed Demand Draft/Pay Order favouring “Engineering Projects (India) Ltd.”, payable at Kolkata shall be submitted by the bidder along with their bid in Envelope-1. Relevant experience certificates and other documents as mentioned above CI 1.0 (a) to 1.0 (i) duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion Certificates from clients shall be in the name of the Company who is submitting the tender. The bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the tenderer.

Tender documents can also be obtained from General Manager (MMD), Engineering Projects (India) Ltd. 50, Chowringhee Road Kolkata-700071 from 11:00 Hrs to 17:00 Hrs IST on all working days (Monday to Friday) except Public Holidays, on submission of request letter along with tender fees of 5,000.00 (Rupees Five Thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Kolkata and relevant experience certificates and other documents as mentioned above (CI.1.0. (a) to 1.0 (i) duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria. Issuance of Tender Documents shall, however, not construe that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory./forged. Decision of EPI in this regard shall be final and binding of the Tenderer.

5.0 The experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE and private party shall be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public Limited Company & Private Party must
be supported by TDS certificates / Turnover Certificate from Chartered Accountant in support of value of work done by the tenderer.

6.0 Completion certificates from the client shall be in the name of the company who is submitting the tender.

7.0 Issuance of Tender Documents to any Tenderer shall, however, not construe that the Tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny the document submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the Tenderer.

8.0 All Tenders shall be accompanied by Earnest Money Deposit as stated above. This can be in the form of Crossed 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 Kolkata or in the form of Bank Guarantee of any Nationalized Bank / Scheduled Banks, in accordance with the prescribed format of EPI (given at page no. 100 of GCC, favouring “Engineering Projects (India) Ltd.”). The EMD shall be valid for a minimum period of 150 days (One Hundred Fifty Days) from the last day of submission of Tender. Tenders submitted without tender fee (in case of downloaded ) and EMD or with inadequate amount of tender fee & EMD shall be rejected.

9.0 The offer shall remain valid for a period of 90 days from the last date of submission of offer.

10.0 The Terms & Conditions contained in the NIT and tender document should be applicable.

11.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process or split the tender without any reason and liability whatsoever and to re-invite tender at its sole discretion. The corrigendum, extension, cancellation of this NIT, if any, shall be given on EPI’s website: www.epi.gov.in only. All Corrigendum and addendum are to be submitted duly signed & stamped on each page as token of acceptance. The intending Tenderers are requested to visit EPI’s website regularly for this purpose.

12.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website www.epi.gov.in /CPP portal www.eprocure.gov.in. The bidders are required to check EPI’s website/CPP Portal regularly for this purpose, to take into account before submission of tender.

13.0 All corrigendum and addendum shall be part of the tender document and are to be submitted duly signed and stamped by tenderer. Even if tenderer fails to submit corrigendum and addendum duly signed by him, it will be deemed that the tenderer have gone through such corrigendum /addendum, if any, and no claim shall be entertained by EPI on account of any omission /error on his part.

14.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 (Lowest) bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/ EMD/Tender fee/BG from the concerned department /bank

15.0 In case of tie-tender, where two firms are biding lowest, EPIL reserve the right to split the work among those bidders and / or EPIL will reserve the right to award the tender to any
one of such bidder.

16.0 The tender documents shall be issued by and submitted to:

General Manager (MMD)
Engineering Projects (India) Ltd.
50, Chowringhee road
Kolkata-700071

17.0 Contact details for site related Queries / Visit :

Shri M Roy, Addl GM
Engineering Projects (India) Ltd.
Science block,
Indian Institute of Technology
Kharagpur- 721302,
Mob- 9874955525

Dated: 17.03.2016 General Manager (MMD)
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

EPI is constructing J.C.GHOSH & P.C.ROY SCIENCE COMPLEX for Indian Institute of Technology (IIT), Kharagpur. Now, IIT-Kharagpur intend to carry out certain miscellaneous civil works in & around the aforesaid building to mitigate the need of the user.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) the works related to providing & fixing of Fire resistant doors, Teak & Sal wood decorative doors, Expansion joint filling, Grab bar fixing in handicapped toilets, Bituminous road works, Rain water harvesting pit works etc. in & around J.C.Ghosh & P.C.Roy Science block at IIT Kharagpur.

Apart from the above, any other services not covered above but required as per direction of Engineer In-charge of EPI are deemed to be included in the scope of work. The work is to be carried out as per bill of quantities and tender conditions.

4.0 CO-OPERATION /CO-ORDINATION

Works of the J.C.Ghosh & P.C.Roy Science block is still going on. The bidder has to execute the work with proper coordination with the executing contractor/sub-agencies working there.

However, if due to negligence, non cooperation of the bidder or his associates during execution of the work of the J.C.Ghosh & P.C.Roy Science block suffers damage, loss etc. if any, the same should be got rectified/made good by the bidder at his own cost failing which EPI may get the said rectification/making good done by other agencies and the cost of the same will be recovered from the bidder. The decision of EPI regarding extend of rectification and cost thereof will be final and binding on the bidder.
5.0 DISQUALIFICATION

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the prequalification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 7 years such as abandoning the work, rescinding of contract of which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on-going /past projects.

b) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

c) If the tenderers attempt to influence any member of EPI.

5.1 EPI reserves its right to take appropriate action including disqualification of tenderer(s) and forfeiture of the earnest money deposited by him/them as may be deemed fit and proper by EPI at any time without giving any notice to the tenderer(s) in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the tenderers.

5.2 The set of tender documents shall contain tender drawings (one set of hardcopy). The original hard copy of tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer & shall form part of agreement.

6.0 SPECIFICATIONS

6.1 The work in general shall be carried out as per latest CPWD specifications, for Civil Works, (updated with correction slips issued up to last date of submission of tender) and latest CPWD specification, New Delhi for electrical works (updated with correction slips issued up to last date of submission of tender) unless otherwise specified in the nomenclature of the individual item of the particular specifications of concerned items of works.

6.2 For items not covered under latest CPWD specification, the work shall be done as per latest relevant BIS codes of practice.
7.0 CLAUSE NO 69.1 OF GCC STANDS MODIFIED AS UNDER:

If the rates of the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of the order inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates of the material, labour, T&P etc. plus 10% (Ten percent) to cover the Contractor’s supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

8.0 ARBITRATION:

8.1 Clause no. 76.1 alongwith note of GCC- Deleted

8.2 Clause no.76.2 of GCC - ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES

i) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred to the arbitration as per the instructions (Office Memorandum / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No.DPE/4/(10/2001-PMA-GL-1 dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

8.3 Clause No.76.3 of GCC, stands modified as under:

JURISDICTION:

The courts in Kolkata alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all matters.
9.0 COMPLETION PERIOD

The completion period for the total work is 01 (One) month to be reckoned from the date of issue of LOI/ Work Order.

10.0 PLANT & MACHINERY – The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as contract documents. The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

11.0 TECHNICAL MANPOWER REQUIREMENT

<table>
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<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Site-in-Charge, Engineering graduate (Civil) with eight years of experience / Diploma with ten years of experience in execution of civil works.</td>
<td>One</td>
</tr>
<tr>
<td>2.</td>
<td>Site supervisor with five years of experience in execution of civil works.</td>
<td>One</td>
</tr>
</tbody>
</table>

Rate of Recovery in case of non compliance of above manpower are as follows:-:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Qualification</th>
<th>Experience (Years)</th>
<th>Rate of Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Site-in-Charge, Engineering graduate (Civil) with eight years of experience / Diploma with ten years of experience in execution of civil works.</td>
<td>8/10</td>
<td>Rs.40,000/- per month</td>
</tr>
<tr>
<td>2.</td>
<td>Site supervisor with five years of experience in execution of civil works.</td>
<td>5</td>
<td>Rs.20,000/- per month</td>
</tr>
</tbody>
</table>

If the contractor fails to deploy the technical manpower stated above, EPI reserves the right to deploy the technical manpower and the cost of the same shall be recovered from the contractor.

12.0 FINAL BILL

The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:
a) Completion certificate issue by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).

b) Computerized stage wise payment schedule.

c) No claim certificate by the contractor.

d) No claim certificate from the sub-agencies / vendors engaged by the contractor.

e) ‘As built’ drawings.

f) Periodical services and measurement books.

g) All operation and maintenance manuals.

h) All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in scope of Contractor.

i) Manufacture’s guarantee of various machines / equipments installed as part of works.

**13.0 GENERAL**

**13.1** It will be the sole responsibility of contractor to obtain all statutory approvals / compliance required for construction / implementation of the project for all services as included in the scope of contract from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI / owner with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account.

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

**13.3** 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 Building. No claim shall be entertained due to work being executed in the above circumstances.

**13.4** Unless otherwise specified in the schedule of quantities, the rates tendered by the Contractor shall be all inclusive and shall apply to all heights, floors including Terrance, leads and depths and nothing extra shall be payable on this account.
14.0 MOBILIZATION ADVANCE & SECURED ADVANCE:-

Clauses 8.0 & 35.0 of General Conditions of Contract are deleted.

15.0 FACILITIES :- Clause no 28.3 of General Conditions of Contract is deleted.

16.0 ALTERATION IN SPECIFICATION, DESIGN AND DRAWING

The Engineer -In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the provisions stipulated in the clause no. 69.0 of the General Conditions of Contract.