NOTICE INVITING TENDER

1. Tender for Piling works for Construction of Research Block with Animal Research Facility for the project “Construction of RGCB Bio Innovation Center at Akkulam in Thiruvananthapuram District, Kerala State Phase I”

2. Engineering Projects (India) Ltd., invites the sealed percentage rate tenders as per the brief particulars of scope of work in this tender shall include (but not limited to) Piling works for Construction of Research Block with Animal Research Facility as specified in Priced 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>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piling works for Construction of Research Block with Animal Research Facility for the project “Construction of RGCB Bio Innovation Center at Akkulam in Thiruvananthapuram District, Kerala State Phase I”</td>
<td>3,66,50,116.00 (Rupees Three Crores Sixty Six Lakhs Fifty Thousand One Hundred and Sixteen Only)</td>
<td>3 months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
<td>7,33,000/- (Rupees Seven Lakhs Thirty Three Thousand Only)</td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:

   (i) Date & Time for downloading tender documents: From 30.03.2016 to 13.04.2016 upto 12:00 AM

   (ii) Last Date & Time of submission of Tenders: On or before 13.04.2016– by 02:00 PM

   (iii) Date & Time of opening tender (Techno-Commercial Bid): 13.04.2016 at 02:30 PM
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 31.03.2016. As given below.

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

OR

Two (02) similar completed works valuing at least 60% of the estimated cost put to tender.

OR

Three similar works, each costing not less than the amount equal to 40% of estimated cost put to tender. Out of which one work shall be with some Central/State Government Organization / Central Autonomous Body / Central Public Sector undertaking.

Similar works means Piling works.

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) The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

\[ \text{Bidding Capacity} = [A \times N \times 2] - B \]

Where,

- \( A \) = Maximum turnover in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

- \( N \) = Number of years prescribed for completion of work for which bids have been invited

- \( B \) = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

The Bidding Agency should furnish all the above figures accurately.

d) Should have a valid PAN (Permanent Account Number of Income Tax)

e) It is desirable to have valid EPF Registration No., VAT Registration No. & Service Tax Registration no. of the respective state. In case, the Contractor does not have EPF Registration No., VAT Registration No. & Service Tax Registration no. then they will have to give undertaking that they will obtain EPF 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.

f) Should have valid VAT tax Registration number and successful bidder should submit form 20 H as per annexure E (enclosed) for their awarded work order value.

g) Financial data of the work done for last three (3) years (duly certified and stamped) has to be submitted by the tenderer. Last three (3) years means 2014-2015, 2013-2014 and 2012-2013.

h) Tenderers have to confirm whether they are registered under MSME/NSIC Act or not, if so, relevant copy of the registration letter is to be attached in Envelope-1.

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 above 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. The contractor has to produce original documents for the verification at the time of purchase of Tender Documents. Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered to be 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.

8. 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.

9. 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, Memorandum, Form of Tender, Letter of Undertaking
   (iii) Additional Conditions of Contract, Client documents and Drawings
   (iv) Price Bid / Priced Bill of Quantity
   (v) Summary of Cost
10. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 7,33,000/- (Rupees Seven Lakhs Thirty Three Thousand Only). 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, favoring “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. 4.0 (a) to 4.0 (h) 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 (h) 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-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.

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 similar works executed during the last 3 years indicating name of the client, value, date of start and completion. (Annexure – A) along with copies of experience certificate.

b) List of works under execution indicating name of the client, value, date of start and completion. (Annexure – B) along with copies of Letter of Authority / Award, Intent, Work Order, Agreement etc.

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

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

e) Copy of latest income-tax returns filed.

f) Details of manpower available (Annexure – C).

g) Details of equipment’s, tools and plant available (Annexure - D)
h) Credentials and completion certificates.

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

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

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

l) Latest Solvency certificate from Nationalized / Scheduled Bank / Revenue Department

m) Latest Sales Tax Registration and Clearance Certificate.

n) Contact details (Annexure – F)

o) Any other document as stipulated above and in “Tender Documents’
**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 – **3 (Three) Months** in accordance with table of milestone as given below:

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) Client Tender Documents  
   h) Drawings  
   i) Technical Specification  
   j) Priced BOQ  
   k) Summary of Cost  
   l) All Addendum and Corrigendum  
   m) 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](http://www.epi.gov.in)

3. Taxes and Duties:
   i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and EPI shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by EPI on submission of challan's for the service tax paid to the statutory authority.

   ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by EPI does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to EPI and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

   iii) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of EPI (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
iv) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of EPI and shall also furnish such other information/document as EPI may require from time to time.

v) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to EPI that the same is given pursuant to this condition, together with all necessary information relating thereto.

4. All men, materials, machinery, tools and plants, infra-structure, 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, preparation of all required design & detailed engineering and all required drawings 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.

5. **SPECIFICATIONS**
   - i) All works in general are to be carried out in accordance with the CPWD Specifications for works 2009 vol. I and vol. II, which are detailed in technical specification separately attached with this tender.
   - ii) This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract.
   - iii) The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably be inferred there from and if the contractor finds any discrepancy in the specifications and drawings and between the drawings, he shall immediately and in writing refer the same to the employer who shall decide which is to be followed.
   - vi) The work order/LOI will be issued by EPI and handing over of the site and date of commencement of the contract shall be within 10 (ten) days of issue of such letter.

6. **WATER & ELECTRICITY** – The required water and electricity to be arranged by the tenderer only.

7. The contractor shall strictly comply with the provisions of CPWD safety code annexed hereto.

8. In the event of award of “Works”, PARTY shall submit to EPI, Crossed Demand Draft / Bank Guarantee from a Nationalised Bank / Scheduled Bank towards performance guarantee @ 5% (Five Percent Only) of the contract value of the accepted tender within 15 days from the date of LOI shall be valid up to the stipulated date of completion plus 60
days beyond failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

9. **Security deposit**: A sum at the rate of 2.5% of the gross amount of each running and final bill will be deducted. Such deductions will be made and held by EPI by way of Security Deposit.

Security Deposit for the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually completed, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to EPI. EPI, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

10. The final bill payment to the PARTY shall be released 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 due to any reason whatsoever.

11. Escalation: No Escalation

12. **MOBILIZATION ADVANCE** – Clause no. 8.0 (8.1 – 8.6) of General Conditions of Contract (GCC) of EPI is applicable.

13. **RETENTION MONEY** - Clause no. 10.0 of GCC stands deleted

14. 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. In case Client reduces or increases scope of work related to PARTY’s portion of work, the same shall be binding on PARTY and the PARTY has to execute the same at rates paid by the Client less EPI’s markup.

15. **Clause no. 72.1 of GCC stands modified as under**:

The PARTY shall be responsible for timely completion of the “Works” within the contractual completion period. **Liquidated Damages/Compensation @ 1.5 % per month of delay to be computed on per day basis on the value of incomplete work for delay. Total value shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.**
16. Issues related to interpretation and claims, if any, related to PARTY's scope of work, arising out of contract between EPI and Client shall be referred with full justification by PARTY to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on PARTY. EPI at its option may associate the PARTY in the above process of settlement for PARTY's portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and PARTY in proportion of PARTY's offer and EPI's mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and PARTY in proportion of PARTY's contract price with EPI and EPI's mark up towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if any, shall be borne by PARTY alone and the PARTY shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the PARTY, which are not paid by the Client.

17. 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.

18. 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.

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

20. All the plant & machineries required for execution of the project are in the scope of the party and the same are to be mobilized at site immediately.

21. Contractor has to submit the schedules of deliverables including material procurement plan for EPI/Architect’s approval. In the event of failure of contractor to adhere to approved procurement schedule. EPI shall purchase the required material on behalf of contractor with its own cost and the cost of procurement including freight, loading, unloading plus EPI overhead charges @10% of the landed cost of material at site shall be debited from contractor with any payable amount or from subsequent RA bill.

22. Clauses no: 28.3 of GCC stands deleted.

23. PLANT & MACHINERY

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as per contract documents.

The contractor will not be allowed to take out equipments from the site without the written permission of RGC/B/ARCHITECT/EPI.

24. 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.

25. 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 or mentioned elsewhere in the tender, the provisions / conditions in these Additional Conditions of Contract shall take precedence.

26. The rate quoted by the party is inclusive of constructing temporary approach road to site, fencing, etc. as required for completion of work.

27. Carrying out part work at risk & cost of contractor:
   If contractor:
   (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Architect; or
   (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Architect; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Architect.
   EPI without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to EPI, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
   (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
   (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
   EPI shall determine the amount, if any, is recoverable from the contractor for completion of the part work / part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by EPI because of action under this clause shall not exceed 10% of the tendered value of the work.
   In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Architect as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by EPI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
   Any excess expenditure incurred or to be incurred by EPI in completing the part work / part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by EPI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to EPI in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
   If the contractor fails to pay the required sum within the aforesaid period of 30 days, EPI shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter
there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
In the event of above course being adopted by EPI, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.
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 : (Name of the Work as mentioned in NIT)

NIT No ...................................... Dt.

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)
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 : (Name of the Work as mentioned in NIT)

NIT No ..............................  Dt.

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 Price Bid/ 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.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
Date:
**MEMORANDUM**

(ENCLOSURE TO FORM OF TENDER)

**REF.** : Piling works for Construction of Research Block with Animal Research Facility for the project “Construction of RGCB Bio Innovation Center at Akkulam in Thiruvananthapuram District, Kerala State Phase I”

**NIT No.** : SRO/MKT/TH/470 dt. 30.03.2016

<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>
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<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Piling works for Construction of Research Block with Animal Research Facility for the project “Construction of RGCB Bio Innovation Center at Akkulam in Thiruvananthapuram District, Kerala State Phase I”</td>
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<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>RGCB, Thiruvananthapuram</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 7,33,000/- (Rupees Seven Lakhs Thirty Three Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 3,66,50,116.00 (Rupees Three Crores Sixty Six Lakhs Fifty Thousand One Hundred and Sixteen Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>03 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% (Ten Percent Only) of Contract value on submission of non-revocable and unconditional Bank Guarantee equivalent to 110% of the amount in EPI format as per Clause no 8.0 of GCC.</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>Recovery of mobilization advance as per GCC Clause no. 8 and Clause no. 12 of ACC</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Priced BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xii)</td>
<td>Performance Guarantee</td>
<td>9</td>
<td>5% (Five Percent only) of the contract value of the accepted tender in the form of Crossed Demand Draft / Bank guarantee from a Nationalised Bank / Scheduled Bank within 15 days from the date of issue of letter / fax / telegram of Intent of tender.</td>
</tr>
<tr>
<td></td>
<td>Security Deposit</td>
<td>10.0</td>
<td>2.5% of the gross amount of each running bill will be deducted up to maximum of 2.5% of the contract value and will be released after completion of defect liability period (DLP).</td>
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</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74</td>
<td><strong>12 (Twelve) months</strong> from the date of completion of works as per contract.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Liquidated Damages</td>
<td>1.5 % per month of delay to be computed on per day basis on the value of incomplete work for delay.</td>
<td></td>
</tr>
<tr>
<td>xvii)</td>
<td>Arbitration</td>
<td>76</td>
<td>Arbitration shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, Chennai</td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts in Chennai</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): ________________________________________

OCCUPATION: ________________________________________

ADDRESS: ________________________________________

_________________________________________

SEAL OF TENDERER
Work: (Name of the Work as mentioned in NIT)

NIT No:………………………..dt ………………

**LIST OF SIMILAR WORKS 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>
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</tbody>
</table>

**Note:** LD - Liquidated Damage
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Government of India Enterprise)  

ANNEXURE - B  

Work: (Name of the Work as mentioned in NIT)  

NIT No.: ………………………dtd……………………  

LIST OF WORKS UNDER EXECUTION  

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Contract No. &amp; Date</th>
<th>Name and Address of Employer / client</th>
<th>Value of contract (Rs. In Crores)</th>
<th>Value of work completed (Rs. in Crores)</th>
<th>Stipulated period of completion</th>
<th>Anticipated date of completion</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
**ENGINEERING PROJECTS (INDIA) LIMITED**  
*(A Government of India Enterprise)*

**ANNEXURE - C**

Work:  

NIT No. :

### DETAILS OF MANPOWER AVAILABLE

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Position</th>
<th>Name</th>
<th>Qualification</th>
<th>Year of Experience (General)</th>
<th>Years of experience in the proposed position</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Note: Above list shall contain the details of site in charge, site engineers, safety officer, planning engineer, site supervisors, quality control engineer, etc. to be deployed exclusively for this job.
ENGINNEERING PROJECTS (INDIA) LIMITED  
(A Government of India Enterprise) 

ANNEXURE - D  

Work:  

NIT No.:  

DETAILS OF EQUIPMENTS, TOOLS AND PLANT AVAILABLE  

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Nos.</th>
<th>Equipment information</th>
<th>Ownership status</th>
<th>Current location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Capacity or type</td>
<td>Age</td>
<td>Presently owned</td>
<td>Leased</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>
## 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:**
THE KERALA VALUE ADDED TAX RULES, 2005
FORM NO. 20 H
CERTIFICATE

[TO BE ISSUED BY SUB-CONTRACTOR TO THE PRINCIPAL CONTRACTOR (AWARDER)]

{See Rule 11(4)}

This is to certify that I/We ..........................(Name and address of the sub-contractor with registration number) am/are a registered dealer liable to tax under sub-section (1)/sub-section (1A) of section 6. I will be paying tax in respect of the contract, particulars of which are furnished below under sub-section (1) /sub-section (1A) of section 6 or under section 8 of the Act.

1. Name and Address of Awardee
   (Principal Contractor)

2. Work order No. & date

3. Nature of the sub-Contract(s)

4. Description of the principal contract
   in relation to which the sub-contract
   is awarded

5. Gross amount of contract


SEAL

SIGNATURE, NAME & STATUS OF THE
AUTHORISED SIGNATORY.