ENGINEERING PROJECTS (INDIA) LTD.
(A. Govt. of India Enterprise) Southern
Regional Office, Chennai

NOTICE INVITING TENDER

SRO/MKT/TH/483 June 29, 2016

Tender for Providing and Fixing HVAC Works as per detailed BOQ and specifications for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore.

Engineering Projects (India) Ltd invites the sealed Item rate tenders for Providing and Fixing HVAC Works etc as per the scope of work in this tender as specified in Bill of Quantities (BOQ) and Technical Specifications from the eligible and interested bidders who are well experienced in the Similar Type of works and the details are given below:

<table>
<thead>
<tr>
<th>NAME OF WORK</th>
<th>TIME OF COMPLETION</th>
<th>Estimate Cost</th>
<th>EMD DEPOSIT (RS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Providing and Fixing HVAC Works as per detailed BOQ and specifications for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore</td>
<td>04 (Four) Months from the date of issue of Telegram/Letter/FAX of Intent of Tender</td>
<td>Rs 27,81,800/-</td>
<td>Rs. 55,620/- (Rupees Fifty Five Thousand six hundred Twenty only)</td>
</tr>
</tbody>
</table>

2. Time Schedule of Tender activities:

(i) Date & Time for Downloading of tender documents: From 29.06.2016 to 12.07.2016 up to 12.00 PM

(ii) Last Date & Time of submission of Tenders: On or before 12.07.2016 -up to 2.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 12.07.2016 at 2.30 PM
3. Contractors / Agencies who fulfill the following basic qualifying requirements are eligible to participate in this tender.

a) Contractors should have executed **similar works during** the last 3 years ending 31.03.2016 as given below.

   One (01) similar completed work valuing at least Rs 22.00 Lakhs
   Two (02) similar completed works valuing at least Rs 16.00 Lakhs
   Three (03) similar completed works valuing at least Rs 12.00 Lakhs

   **Similar works means HVAC works.**

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

c) Contractor should have a valid PF Registration No.

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

e) Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if the applicant’s has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

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

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

6. Completion certificates from the client shall be in the name of the company who is submitting the tender. The contractor has to produce original documents for the verification as and when demanded. The tender of any tenderer shall be rejected if in the detailed scrutiny; documents submitted along with the tender are found to unsatisfactory / forged. The decision of EPI in this regard shall be final and the binding the tenderer.

7. EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process without assigning any reason whatsoever.

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

   a) **Downloadable documents available in website**

   (i) Notice Inviting Tender
(ii) Instruction to Tenderers & General Contract Conditions, Memorandum, Form of Tender and Letter of Undertaking

(iii) Additional Conditions of Contract

(iv) Price Bid / Bill of Quantity

9. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 55,620/-. 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 favoring “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 and Fifty Only) from the last day of submission of tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

10. The Terms & Conditioned 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-invite the tender at its sole discretion.

12. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/CPP portal. The bidders are required to check EPI’s website/CPP Portal regularly for this purpose, to take into account before submission of tender. **All Corrigendum and addendum are to be submitted duly signed & stamped.** All bidders are advised to check especially EPI website www.epi.gov.in regularly.

13. 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 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. 044-28156421/6886/7106
   Fax No. 044-28156629

Signature of the Bidder with seal
ADDENDUM TO INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION

(a) The tenderer is required to submit their offer in 2 (Two) separate sealed envelopes / covers (Envelope 1 & Envelope 2) as mentioned in the Instruction to Tenderers.

(b) The Envelope – 1 shall also contain the documents meeting the qualifying criteria mentioned in ‘Notice Inviting Tender’ Clause No. 3.0 of NIT and the documents as per Clause no. 3 below.

(c) The Envelope -2 shall contain Price Bid /Bill of Quantity.

2.0 Clause No. 1.1 of Instruction to Tenderers as given in Page (2) of Instruction to Tenderers stands amended as below:

First the Envelope – 1 of the tenderer shall be opened. Tenderers who un-conditionally accept the tender conditions, deposit the required Earnest Money, who meets the qualifying criteria mentioned in Clause No. 1.0 (a) of NIT and whose Techno – Commercial Bid along with PQ documents is found suitable shall be considered for the opening of their Price Bid and Envelope – 2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying unconditional acceptance of tender conditions and / or not meeting the qualifying criteria or whose Techno – Commercial Bid and PQ Documents are not found acceptable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope – 2.

3.0 Clause No. 19 of Instruction to Tenderers as given in Page (6) of Instruction to Tenderers stands amended as below:

Tenderer shall submit the following documents, duly signed and stamped on all pages, along with their tenders in Envelope-1 (Techno-Commercial Bid)

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

b) Copy of latest income-tax returns filed.

c) Credentials and Completion certificates.

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

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

f) Latest Service Tax and VAT Registration Certificate

g) Contact Details (Annexure – B).

Signature of the Bidder with seal
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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

2. Tender Documents: Following documents shall form the part of contract Documents and the tenderer shall submit these documents along with the other documents mentioned elsewhere in the tender.
   a) Notice Inviting the Tender
   b) Addendum to Instructions to Tenderers.
   c) Letter of Undertaking
   d) Form of Tender
   e) Memorandum
   f) Additional conditions of Contract
   g) Bill of Quantities.
   h) All Addendum and Corrigendum, if any
   i) Instruction to Tenderers and General Condition of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in-Tenders - GCC

3. Taxes and Duties:

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

4. The rate quoted by the party shall inclusive of all men, materials, tools 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, 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, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions etc., other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per „Tender Documents” and their own overheads and profit etc. PARTY shall comply with all the requirements laid down as per „Tender Documents” as per terms, conditions, Specifications, drawings, documents etc. given in the „Tender Documents” for the Completion, handing over, maintenance period etc. for the project.

5. In the event of award of “Works”, PARTY shall submit to EPI, a bank guarantee issued by a Nationalized Bank / Scheduled Bank equivalent @ 5% (Five Percent Only) of the contract value of the accepted tender within 15 days from the date of LOI upto the defect liability period as security deposit cum performance guarantee or shall be deduct in every RA Bills @ 10% of bill amount until it accumulates to 5% of contract value and shall be retained upto defects liability period.
6. The final bill payment to the PARTY shall be released only after receipt of corresponding payment from Client and when PARTY submits Sales Tax/VAT clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.

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

7. Payment Terms:

Payment shall be released to the contractor in the manner as follows: The Contractor shall submit monthly RA Bills to EPI along with measurement full payment shall be released within 15 days on receipt of RA Bill against work done duly verified by the Site Engineer – In – Charge.

a) 65% shall be released on supply of machinery and materials to the site on production of invoice duly certified by the site engineer.

b) 25% Shall be released on erection of the machinery at site as per specification and drawings duly certified by the site engineer.

c) Balance shall be released on successful completion of the commissioning duly tested as per specifications.

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

9. The PARTY shall be fully responsible to complete the “Works” 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.

10. The PARTY shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed /deducted from EPI’s bills by Client shall be recovered from PARTY’s bills on Pro-rata basis for their portion of work or other dues.

11. 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.

12. 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 indemnity 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.

13. The contractor shall make necessary safety arrangements at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.
14. All the plant & machineries, shuttering materials, specialized tools & tackles required for execution of the project are in the scope of the party and the same are to be mobilized at site immediately.

15. 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 alternation or correction should be made under any circumstances in the bid documents issued by EPI or as downloaded from the website.

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

17. The Contractor shall be responsible for the rectification of defects in the works for a defect liability period of 1 Year from the date of taking over of the works by the Owner / Client. Any defects discovered and brought to the notice of the Contractor within the defect liability period be attended to and rectified by him forthwith at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)
(TO BE TYPED ON LETTER HEAD)

To

The Group General Manager
Engineering Projects (India) Ltd.
3-D, East Coast Chambers
92, G.N. Chetty Road
T.Nagar, Chennai 600 017

REF. : Tender for : Providing & Fixing HVAC Works for Construction of New Chemical Science at IISc Campus, Bangalore.

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 the 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 : Providing & Fixing HVAC Works for Construction of New Chemical Science at IISc Campus, Bangalore.

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

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

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

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

### NIT No. :

<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>Tender for Providing &amp; Fixing HVAC Works for Construction of New Chemical Science at IISc Campus, Bangalore.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>IISC, Bangalore</td>
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<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 55,620/- (Rupees Fifty Five Thousand Six Hundred Twenty Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 27,81,800/- (Rupees Twenty Seven Lakhs Eighty One Thousands Eight Hundred only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>4 (Four) months from the date of issue of telegram / letter / FAX of Letter Of Intent.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>Nil</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>Not Applicable</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. 1 of ACC</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Priced Bid / Bill of Quantities.</td>
</tr>
<tr>
<td>xi)</td>
<td>Price Adjustment Formula</td>
<td>-</td>
<td>Not applicable</td>
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<tr>
<td>xii)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xiii)</td>
<td>Security Deposit cum 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 or Pay Order or Bank Guarantee from any Nationalized Bank / Scheduled Bank within 15 days from the date of issue of letter / fax / telegram of Intent of tender or shall be deducted in every RA Bill at the rate of 10% of value of RA Bill till it accumulates to 5% of Contract value and it shall be retained upto defects liability of 1 year.</td>
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<td>xiv)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>No Retention Money</td>
</tr>
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<td>xv)</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 7th day after date of issue of telegram/letter/FAX of Intent of Tender.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>1 year from the date of taking over of works or as per client’s NIT whichever is later.</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>xviii)</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**
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Government of India Enterprise) 

ANNEXURE - A 

Work: Tender for Providing & Fixing HVAC Works for Construction of New Chemical Science at IISc Campus, Bangalore. 

NIT No:……………………………dt 

.................

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>
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Note: LD - Liquidated Damage 

Signature of the Bidder with seal
Work: Tender for Providing & Fixing HVAC Works for Construction of New Chemical Science at IISc Campus, Bangalore.

NIT No: ………………………….dtd…………………………

**DETAILS OF MAN POWER TO BE DEPLOYED**

<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>
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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.
Work: Tender for Providing & Fixing HVAC Works for Construction of New Chemical Science at IISc Campus, Bangalore.

NIT No: ..........................dtd..............................

**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED FOR CARRYING OUT THE WORK**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Equipment</th>
<th>Nos.</th>
<th>Equipment information</th>
<th>Ownership status</th>
<th>Current location</th>
<th>Remarks</th>
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## 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:  

Signature of the Bidder with seal