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

Tender No. – SRO/MKT/TH/490 August 23, 2016

NOTICE INVITING TENDER

Tender for Providing and fixing Polycarbonate Sheet as per drawing for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore.

Engineering Projects (India) Ltd invites the sealed Item rate tenders in two bids (Techno commercial –Envelope 1 and Price bid-envelope-2, Both the envelopes shall be kept in Third envelope) from well equipped, experienced, financially sound Contractors / eligible Firms for the following works as per the brief particulars of scope of work in this tender for the following work:

<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>Providing and fixing Polycarbonate Sheet as per drawing for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore.</td>
<td>Rs 27,53,107.00 (Rupees Twenty Seven Lakhs Fifty Three Thousand One Hundred and seven Only)</td>
<td>30 (Thirty) days from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
<td>Rs 55,062/- (Rupees Fifty Five thousand and Sixty Two Only)</td>
</tr>
</tbody>
</table>

1.0 The brief scope of work included in this tender shall include (but not limited to) Providing and fixing Polycarbonate Sheet as per drawing for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore. The detailed scope of work is given in the tender documents.

Signature of the Bidder with seal
Time schedule of Tender activities:

(i) Date & Time for sale/Downloading of tender documents: From 23.08.2016 to 31.08.2016 up to 12.00 PM

(ii) Last Date & Time of submission of Tenders: On or before 31.08.2016 - up to 2.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 31.08.2016 at 4.30 PM

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

   a) Contractors who fulfill the following requirements shall be eligible to apply. The Joint Ventures are not accepted.

   i) Experience of having completed /Substantially completed following similar works during the last 3 years ending last day of the month previous to the one in which applications invited:

      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.

      OR

      Two similar works, costing each not less than the amount equal to 60% of estimated cost put to tender.

      OR

      One similar work of aggregate cost not less than the amount equal to 80% of estimated cost.

      The 'similar works' shall mean “Roof Sheeting works”

   ii. The substantially completed works shall be the works where at least 90% billing of total awarded value has been achieved. The certified bill value of work by client/certificate issued from client shall form the basis of evaluation.
iii. 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.

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

b) Should have average annual financial turnover on works amounting at least 30% of the estimated cost of the work during the last three consecutive financial years ending on 31.03.2016.

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

d) It is desirable that the bidder should have valid PF Registration No. & VAT Registration No. In the state of Karnataka and should have valid Service Tax Registration No. In case, the parties do not have PF Registration No. & VAT Registration No. in the state of Karnataka, and Service Tax Registration No. the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.

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

EPI’s empanelled contractors can also participate in the tender provided they fulfill the above qualifying requirements.

2.0 The bidder have to confirm whether they are registered under MSME Act or not, if so, relevant copy of the registration letter is to be attached in Envelope-1.

3.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & CPPPortal: www.eprocure.gov.in

(i) Notice Inviting Tender
(ii) Instruction to Tenderers & General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in > Tenders > GCC, Addendum to Instruction to Tenderers, Memorandum, Additional Conditions of Contract, Client Document – Instruction to Tenderers and General Conditions of Contract (Vol-I)
(iii) Drawings / Technical Specification (Vol-II)
(iv) Price Bid /Bill of Quantity- (Vol-III)

4.0 The complete tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website www.epi.gov.in & CPP: Portal:www.eprocure.gov.in Relevant experience certificates and other documents as mentioned above CI 1.0(a) to 1.0 (d) duly attested by the 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 the clients 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 be unsatisfactory/forged. The decision of EPI in this regard shall be final and the binding the tenderer.

5.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. Rs 55,062/- (Rupees Fifty Five Thousand and Sixty Two Only). This can be either in the form of Crossed 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 60 days (Sixty days) from the last day of submission of tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

6.0 As per client condition with EPI the list of pre-qualified contractors of this tender require a concurrence from IISc. The opening of the price bid will be restricted.

7.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken 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.

8.0 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.

9.0 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.

10.0 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 bidders shall be accepted subject to the confirmation of authentically of the PQ documents/BG from the concerned department/bank.

11.0 The tender documents shall be issued by and 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
ENGINEERING PROJECTS (INDIA) LTD
(A Govt. of India Enterprise)

VOL - I

1. Instruction to Tenderers
2. Addendum of Instruction to Tenders
3. Memorandum
4. Tender Formats
5. Additional Condition of Contract
6. Drawings
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. 1.0 (a) to 1.0 (d) in addition to Clause No. 1.0 (i) to (vi) given in Page No. (1) of “INSTRUCTIONS TO TENDERERS” and the documents as per clause no. 3 below.

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

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) 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 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, 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 copies of experience certificate.

b) Balance sheet and profit and loss account for the last 3 years.

c) Copy of latest income-tax returns filed.

d) Credentials and completion certificates.

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

Signature of the Bidder with seal

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

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

h) Latest Sales Tax /VAT Registration Certificate. If any,

i) Contact details (Annexure – B)
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 the Bidder with seal  
Page 9 of 18  
EPI
FORM OF TENDER  
(TO BE TYPED ON LETTER HEAD)

To

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

REF. : 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 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 and fixing Polycarbonate Sheet as per drawing for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore.

NIT No. : SRO/MKT/TH/490 dt. 23.08.2016

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Tender for Providing and fixing Polycarbonate Sheet as per drawing for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>IISC, Bangalore</td>
</tr>
<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 55,062/-(Rupees Fifty Five thousand and Sixty Two Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs 27,53,107.00 (Rupees twenty seven Lakhs fifty three thousand one hundred and seven Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>30 (Thirty) days from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>vii)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>As mentioned in the Priced BOQ</td>
</tr>
<tr>
<td>viii)</td>
<td>Price Adjustment Formula</td>
<td>-</td>
<td>Not applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>60 (Sixty) days</td>
</tr>
<tr>
<td></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 10 days from the date of issue of letter / fax / telegram of Intent of tender. This shall be valid up to 90 (ninety) days after the end of defect liability period.</td>
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<td>xi)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>6.5% of the gross amount of each running bill will be deducted.</td>
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<td>xii)</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 LOI.</td>
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<td>xiii)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>12 (Twelve) months from the date of taking over of works.</td>
</tr>
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<td>xiv)</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>
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<td>xv)</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
ANNEXURE - A

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

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
ANNEXURE - B

CONTACT DETAILS

1. Name of the tenderer:  
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2. Name of the contact person:  
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3. Details of the person who signed this tender documents  
   
   Name:  
   -----------------------------

   Designation:  
   -----------------------------

4. Postal address for communication:  
   
   -----------------------------

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5. E-mail address:  
   -----------------------------

6. Office phone numbers:  
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7. Fax numbers:  
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ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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 provision of General Conditions of Contract, then provisions in this Additional Conditions of Contract shall take precedence over General Conditions of Contract.

1. As the completion period is less than 12 months, Price adjustment is not applicable.

2. Insurance charges for insurance which will be taken by EPI for the project as per contract with Client shall be borne by PARTY in proportion to value amended work. The PARTY shall assist EPI in follow up with insurance company in case of any claim related to PARTY's scope of work. EPI is not liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever.

3. 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.

4. EPI further reserves the right to instruct the successful tenderer to terminate the work of sub-agency at any time during the contract, if the performance is found unsatisfactory.

5. 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 free issue and other 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’, complete with all amendments/variations issued prior to issue of work order, for the completion, handing over, maintenance period etc. for the project.
If desired by EPI, PARTY shall be available/ associate with EPI in meetings/ negotiations with EPI/Client for its portion of work. PARTY shall furnish all information and clarifications as and when required by EPI/Client. The PARTY shall abide by any modifications/changes etc. in tender prices, terms & conditions for its portion of work, agreed by it during negotiations with Client/EPI. Each party shall bear its own expenses for these purposes.

6. The Works executed by PARTY shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, and Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/ substandard design as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the PARTY without any cost to EPI. In case PARTY fails to rectify the defect/sub-standard work within the time period stipulated by EPI, EPI shall get it rectified at the risk and cost of PARTY and shall recover the amount from the dues of the PARTY.

7. 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.

8. Approved makes for the various items to be considered as given in Technical specification.

Polycarbonate sheet: DANPALON/LEXAN/TUFLITE
Aluminum sections: JINDAL/HINDALCO/BHORUKA

9. Quantity Variation: The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 20% to the quantities mentioned in the Bill of Quantities.

10. Payment Terms: EPI GCC Clause no 37.0 is modified as below

- Stage wise Payment shall be released after satisfactory completion of work
- 70% payment will be released to the party against delivery of materials at site and certified by Engineer/Client.
- Balance 30 % payment will be released after fixing in position and certification of client.
- Statutory deduction as per Contract/EPI GCC