NOTICE INVITING TENDER

TENDER No.: ERO/MMD/674A/1080 dated 20.07.2017

FOR

E- Tender for Construction of Road Work for Centre for Railway Research Building at IIT Kharagpur, IIT Kharagpur.

Vol. -II

(Notice Inviting Tender (NIT), Additional Conditions of Conditions (ACC), Proforma for Bank Guarantee, Special Instructions to Bidders for e-Tendering, Tender Drawings)

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)

50, Chowringhee Road,
Kolkata-700071
ENGINEERING PROJECTS (INDIA) LTD. 
(A Govt. of India Enterprise)

NOTICE INVITING e-TENDER

Tender No ERO/MMD/674A/1080  Date: 20.07.2017

E- Tender for Construction of Road Work for Centre for Railway Research Building at IIT Kharagpur, IIT Kharagpur.

EPI is constructing Railway research Building for Indian Institute of Technology (IIT), Kharagpur. Now, IIT-Kharagpur intend to construct a bituminous Road to access the building.

Engineering Projects (India) Ltd. invites the online percentage rate tenders in two bid system for the above work through e-tendering from eligible firms/contractors who fulfill the eligibility criteria as per the brief particulars of scope for Indian Institute of Technology (IIT), Kharagpur for the following work:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Work</th>
<th>Qty</th>
<th>Estimated Cost</th>
<th>Earnest Money Deposit</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of bituminous road for Centre for railway research Building at IIT, Kharagpur</td>
<td>01 Job</td>
<td>Rs.42,97,452.00 (Rupees Forty Two Lakh Ninety seven Thousand Four Hundred Fifty Two Only)</td>
<td>Rs.85,949.00 (Rupees Eighty Five Thousand Nine Hundred Forty Nine Only)</td>
<td>04 (Four) months</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall include (but not limited to) “Construction of bituminous road for Centre for Railway Research Building at IIT, Kharagpur”. The detail scope of work is given in the tender document.

Time schedule of tender activities.

i) Date & Time of start of downloading of Tender Documents : 21/07/2017 17:00 Hrs. IST

ii) Last Date & Time of Online Submission of Tenders: 07/08/2017 upto 15.00 Hrs.IST

iii) Date & Time of Online Opening Envelope-1: 07/08/2017 at 15.30 Hrs. IST (Techno-Commercial Bid)

In case any unscheduled holiday takes place on the last day of issue of Tender/ submission of tender, the next working day will be treated as scheduled day and time for issue/ submission of tender.

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

a) Bidder Should have completed /substantially completed during last 5 (Five) years from the last date of submission of the bid the following “similar works”.

1
i) Three similar works each of costing minimum 40% of the estimated cost put to this tender.

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

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

- Similar works shall mean “Construction of Bituminous Road”.

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

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

The substantially completed works shall be the works where at least 90% billing of total awarded value has been achieved. The certificates issued by client with billed value of work shall form the basis of evaluation.

b) Should have Average Annual Financial Turnover of not less than 30% of the estimated cost of the work in the last three consecutive years ending 31.03.2017 duly certified by a Chartered Accountant.

c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years ending 31.03.2017. Copies of balance sheet / certificate from Chartered Accountant to be submitted.

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

Documentary evidence such as attested copy of award Letter/ Contract, completion certificates/ performance certificates of previous works executed by him giving name and address of clients, value of each of the works done, completion period, date of completion, audited balance sheets should be submitted by the Bidder failing which the offer shall be rejected. All the above documents shall be submitted duly signed, stamped by the authorized signatory of bidder and attested by a class-1 gazetted officer/ Notary public.

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

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

2.0 It is desirable that the bidder should have valid PF Registration No. In case, the bidders do
not have PF Registration No, the same shall be obtained by successful bidder within one month from the date of LOI or before submission of First RA Bill.

3.0 Bidder should have Valid PAN No. (Permanent Account Number), Valid Sale Tax/ VAT Registration certificate and Service Tax Registration certificates. Copies of above to be submitted as documentary evidence.

4.0 Bidder shall be registered in GST. Documentary Evidence to be submitted.

5.0 The Bidder should have a valid Sales Tax Registration No. (TIN No.) (to be indicated) in the state of West Bengal/CST Registration No. In case, the bidder do not have Sales Tax Registration No. (TIN No.) in the state of West Bengal/CST Registration No., the same shall be obtained by successful bidder within one month from the date of LOI or before submission of First RA Bill.

6.0 Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid Envelope- 1 and a request letter for exemption from submission of Tender fee and EMD.

7.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com, CPP Portal: www.eprocure.gov.in and as well as on TCIL portal: www.tcil-india-electronictender.com

Volume - I

i) Instructions To Tenderers (ITT) & General Conditions of Contract (GCC)
ii) Memorandum
iii) Addendum to Instructions To Tenderers
iv) Letter of Undertaking
v) Form of Tender

Volume-II

i) Notice Inviting Tender (NIT)
ii) Additional Conditions of Conditions (ACC)
iii) Proforma for Bank Guarantee
iv) Special Instructions to Bidders for e-Tendering
v) Tender Drawings

Volume - III

i) BOQ and Quoting Sheet

8.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

9.0 Interested bidders have to necessarily register themselves on the portal www.tcil-india-electronictender.com through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities:
They may obtain further information regarding this tender from GGM (MMD) at the address given at Clause No. 20.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely www.tcil-indiaelectronictender.com (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. M/s Engineering Projects (India) Ltd. in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section: Instruction to Bidders of the Bidding Documents.

10.0 Bidders can download the bid document from the portal without paying document fees in advance, any time from 17:00 Hrs on 21.07.2017; however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs. 2,000.00 (Rupees Two Thousand only) as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at Kolkata.

11.0 E-Bids must be submitted/ uploaded along with scanned copies of relevant documents pertaining to Clause no. 1.0 to 6.0 under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date & time of online bid submission. Late bids will not be accepted. Under the above procedure, only First Envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on scheduled date & time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs.85,949.00 (Rupees Eighty Five Thousand Nine Hundred Forty Nine 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 favouring “Engineering Projects (India) Ltd.”, payable at Kolkata or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring “Engineering Projects (India) Ltd.”.

The Second Envelope (Price part) shall be opened only of technically qualified bidders.

12.0 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 inadequate amount of EMD shall be rejected.

The bid shall be valid for 90 days from date of opening of Price Bid.

Tender fee, EMD (in original), Relevant Documents, NSIC certificate as per Clause No. 6.0 if bidder is claiming EMD/ Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at Clause No. 20.0 below on or before Last date and time of online bid
If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

13.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable.

14.0 EPI reserves the right to accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

15.0 All safety measures as applicable for execution of similar works need to be strictly complied with.

16.0 Intended bidders are requested to visit the site to acquaint themselves fully with the site conditions before submitting their bids. Nothing extra shall be paid on account of site condition.

17.0 EPI shall have right to verify any or all documents submitted by the bidder from the issuing authority for its correctness. If found false/ forged the offer will be summarily rejected and entire amount of EMD will be forfeited.

18.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/ CPP portal as well as on TCIL portal www.tcil-indiaelectronicitender.com. The bidders are required to check these websites regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped with tender documents as bid Annexure.

19.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall only be opened. 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.

20.0 All correspondence with regard to the above shall be to the following address (By Post/ In Person):

GGM (MMD)
Engineering Projects (India) Ltd.
50, Chowringhee road
Kolkata-700 071.

21.0 Contact details for site related Queries / Visit :
Shri. Sachin Khamkar
Engineering Projects (India) Ltd.
Science block,
Indian Institute of Technology
Kharagpur- 721302,
Mob- 9874955525

Dated: 20.07.2017

GGM (MMD)
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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

2.0 INTRODUCTION

EPI is constructing Railway research Building for Indian Institute of Technology (IIT), Kharagpur. Now, IIT-Kharagpur intend to construct a bituminous Road to access the building.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) the Construction of bituminous road for Centre for railway research Building at IIT, Kharagpur.

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

4.0 CO-OPERATION /CO-ORDINATION

Works of the Centre for Railway Research Building is still going on. The bidder has to execute the work with proper coordination with the executing contractor/sub-agencies working there.

However, if due to negligence, non cooperation of the bidder or his associates during execution of the work of the Centre for Railway Research Building suffers damage, loss etc. if any, the same should be got rectified/made good by the bidder at his own cost failing which EPI may get the said rectification/making good done by other agencies and the cost of the same will be recovered from the bidder. The decision of EPI regarding extend of rectification and cost thereof will be final and binding on the bidder.

5.0 DISQUALIFICATION

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

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

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

b) Tenderer have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
c) If the tenderers attempt to influence any member of EPI.

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

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

6.0 SPECIFICATIONS

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

6.2 For items not covered under latest CPWD specification, the work shall be done as per latest relevant BIS /MORTH specification.

6.3 In case any specification is not covered under para 6.1 & 6.2 above the work shall be carried out as per the provisions of technical specification attached with this tender.

6.4 In case of non availability of any specification in the above paras or any overlapping provisions, non-clarity of any issue, applicability of particular provision out of above shall be decided by Engineer-in-charge whose decision shall be final & binding on the contractor.

6.5 Thermo Mechanically Treated bars conforming to IS: 1786, Fe 500 D grade or more as required, from approved manufacturers viz SAIL/RINL/TISCO shall be used. The other provisions of clause 45.2of GCC remains unchanged.

6.6 Ordinary Portland Cement (OPC) as per IS: 8112 shall be used on the works. In case of non-availability of ordinary Portland cement, the Portland Pozzolona Cement (PPC) as per IS:1489-1991 can be used. However, in case of using Portland Pozzolona Cement prior approval is to be taken from Engineer-in-Charge.

Approved Make – Ultra tech , ACC , Ambuja

The other provisions of clause 45.1 of GCC remain unchanged.

7.0 CLAUSE NO 69.1 OF GCC STANDS MODIFIED AS UNDER:

If the rates of the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of the order inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates of the material, labour, T & P etc. plus 10% (Ten percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-Charge as to the
current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the contractor.

However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

8.0 **THE CLAUSE NO. 72.1 OF GCC SHALL BE REPLACED AS UNDER:**

The contractor shall ensure satisfactory progress during the execution of work according to the detailed Bar Chart/PERT chart so that the activities are completed in the period allowed in the completion schedule as given at Sl. No.11.0 of Additional Conditions of Contract (ACC). The contractor should submit the weekly progress report as per format approved by Engineer-in-charge.

However, the Contractor shall also maintain monthly progress strictly in accordance with bar chart and / or detailed time schedule that will be worked out on the basis of completion schedule for various stages mentioned at Sl. No. 9.0 of ACC. If the Contractor fails to maintain the required progress in terms of clause no 72.4 of GCC or relevant clause of additional conditions of contract to complete the work and clear the site on or before the completion date or extended date of completion, he shall without prejudice to any other right or remedy available under the law to EPI on account of such breach, pay compensation the amount calculated at the rate of 1% per week or part there of subject to 10% of the total contract value as awarded.

9.0 **CLAUSE NO. 72.4.1 OF GCC STANDS MODIFIED AS UNDER:**

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items/ scope of the works. It shall indicate the forecast (milestones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work.

The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the time deadlines of the completion period and /or milestones of time and progress chart provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work.

10.0 **ARBITRATION :**

10.1 **Clause no. 76.1 alongwith note of GCC** - Deleted
10.2 Clause no.76.2 of GCC - ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES

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

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

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

JURISDICTION:

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

11.0 COMPLETION PERIOD

The completion period for the total work is Four (4) months to be reckoned from the 10th day of issue of LOI.

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

13.0 TECHNICAL MANPOWER REQUIREMENT

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Site-in-Charge, Engineering graduate (Civil) with eight years of experience / Diploma with ten years of experience in execution of Road works.</td>
<td>One</td>
</tr>
<tr>
<td>2.</td>
<td>Site supervisor with five years of experience in execution of road works.</td>
<td>One</td>
</tr>
</tbody>
</table>
Rate of Recovery in case of non compliance of above manpower are as follows:

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

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

**14.0 FINAL BILL**

The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

- a) Completion certificate issue by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).
- b) Computerized stage wise payment schedule.
- c) No claim certificate by the contractor.
- d) No claim certificate from the sub-agencies / vendors engaged by the contractor.
- e) 'As built' drawings.
- f) Periodical services and measurement books.
- g) All operation and maintenance manuals.
- h) All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in scope of Contractor.
- i) Manufacturer’s guarantee of various machines / equipments installed as part of works.

**15.0 GENERAL**

15.1 It will be the sole responsibility of contractor to obtain all statutory approvals / compliance required for construction / implementation of the project for all services as included in the scope of contract from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI / owner with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account.
15.2 The contractor shall make necessary safety arrangements at site including as mentioned in GCC and indemnity EPI against any consequence of accident at site.

15.3 The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Building. No claim shall be entertained due to work being executed in the above circumstances.

15.4 Unless otherwise specified in the schedule of quantities, the rates tendered by the Contractor shall be all inclusive and shall apply to all heights, leads and depths and nothing extra shall be payable on this account.

16.0 MOBILIZATION ADVANCE & SECURED ADVANCE:-

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

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

18.0 CONCRETING

18.1 The concreting shall be machine mixed with equipment as approved by Engineer-in-Charge. The contractor may opt to use Ready Mixed Concrete of repute after obtaining prior approval from the Engineer-in-Charge.

18.2 The contractor shall provide construction joints only at the specified positions and as per BIS codes and the concreting for columns shall be floor to beam height in one lifts, and in case the concreting is to be done in two lifts the minimum height of first lift of columns shall be 1.5 meters.

18.3 The stone aggregate and sand of required zone shall be from the quarries as approved by Engineer-in-Charge. The samples of the materials shall be got approved along with the mix design.

18.4 Plasticizers of the required specification and make shall only be permitted as per approved mix design. The cost of plasticizers / additives is deemed to be included in the rates of concrete & nothing extra shall be payable on this account.

18.5 Ready mix concrete brought from outside sources or produced at site shall have minimum quantity of cement as specified in BIS specifications and as per approved design mix.

18.6 The contractor shall provide all cut outs in RCC work in Co-ordination with other agencies and as per instructions of Engineer-in-Charge and nothing extra shall be payable. In case the same is not provided by the Contractor the same shall be got done at their risk & cost.
19.0 CENTERING & SHUTTERING

19.1 Centering & shuttering works for columns shall be made out of laminated shuttering plywood of minimum 12mm thickness as per BIS, with angle iron frame. The centering, shuttering and staging system shall be got approved from the Engineer-in-charge.

19.2 The shuttering used for beam shall be of laminated shuttering plywood as per BIS. The support system shall be integrated with the slab. For slabs in case ply wood shutters is not used, welded steel plates will be allowed to be placed in uniform pattern. The thickness of plates and pattern to be got approved from the Engineer-in-charge.

19.3 All joints in the shuttering i.e. plate to plate etc shall have to be sealed with adhesive / foam, to ensure water tightness of the form work.

19.4 All shuttering work for Architect features shall be with fiber glass moulds and the rate quoted by the contractor in the schedule of rate shall be inclusive of same.

19.5 All shuttering joints the slab, beams and lintels etc. shall be treated with tape or required width to make it water tight and the rates quoted for centering shuttering work shall be all inclusive and nothing extra whatsoever shall be payable over and above the quoted price.

19.6 The shuttering shall be tightened by using runners, tie rods and bracing etc. Supports shall be adequate and proper.

20.0 ALTERATION IN SPECIFICATION, DESIGN AND DRAWING

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

21.0 QUALITY ASSURANCE PROGRAMME

The following paragraph shall be added to clause no 81.0 of General Conditions of Contract (GCC) as under: I

The quality testing of materials are to be done as per the frequency of sampling & testing prescribed in relevant code of different items of works, all mandatory tests of materials shall be conducted at site laboratory and the tests not possible at site shall be tested outside through reputed laboratories like Regional Engineering College (NIT)/Government Engineering College /National Test House / IIT/ M/s Shriram Test lab. Private Engineering College & polytechnic college are not allowed for testing.
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited,(A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs................... in lieu of EARNEST MONEY DEPOSIT from...................................................................................................................... (hereinafter called the Supplier/ Contractor/Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender ........................................

We, ........................................ bank having its registered/head office at........................................................ (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs............................. on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs......................... without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ............................................................ date

Unless a demand or claim under this guarantee is made on us in writing on or before......................................................... date................. we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions.

We, the above said Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of EPI in writing.

Dated......................this day of................. 201...

For and on behalf of the Bank

Note: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One Hundred Only)
Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal [https://www.tcil-india-electronic-tender.com](https://www.tcil-india-electronic-tender.com) through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**Instructions**

**Tender Bidding Methodology:**

**Sealed Bid System**

- Single Stage two Envelope

**Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’.
   To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   - Query to Engineering Projects (India) Ltd. (Optional)
8. View response to queries posted by Engineering Projects (India) Ltd.
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of relevant Bid-Part (PQ Application)
11. Post-TOE Clarification on ETS (Optional)
    - Respond to Engineering Projects (India) Ltd. Post-TOE queries
12. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of relevant part (Financial-Part) (Only for PQ Responsive Bidders)
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

### Registration

To use the Electronic Tender® portal [https://www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

### Any Instructions for Online/ Offline Payment of Registration Fee??

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

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Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelope
- Technical-Part & Financial-Part in common envelope

Offline Submissions:

The bidder is requested to submit the documents mentioned in the NIT offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

1. Original copy of tender fee of Rs. 2000/- (Rupees Two Thousand Only) in the form of Demand Draft.
2. Original copy of EMD of Rs. 85,949/- (Rupees Eighty Five Thousand Nine Hundred Forty Five Only) in the form of Bank guarantee/ Demand Draft.
4. Documentary evidence with regards to registration with NSIC/ MSME as mentioned in the clause No. 06 of NIT for tender fee and EMD waiver.
5. Pass-phase (both for technical and financial bid in separate envelope) to decrypt the bid.

Contact Persons Name:
The Group General Manager (MMD)
Engineering Projects (India) Ltd. 50,
Chowringhee Road
Kolkata-700071
Phone no: -033-22824426

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

Tenderer shall submit the following documents in respect of their credentials (applicable for authorized Dealer only) and price bid in the sealed envelope.
**Note:** The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

**Note:** Bidders are required to pay applicable ETS bidding fees online at the time of bid submission.

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider' provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to *Engineering Projects (India) Ltd.* in a sealed envelope before
the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is
‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is ‘Complete’.

NOTE:
While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.