SHORT NOTICE INVITING TENDER

TENDER No.: ERO/MMD/620/1088 dated 09.01.2018

FOR

Tender for Airtight GI sheeting work at RO Building,
Salt Lake.

Vol. -I

(Addendum to Instruction to Tenderers, Memorandum,NIT, ACC, Instruction to Tenderers & General Conditions of Contract)

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

50, Chowringhee Road,
Kolkata-700071
ADDENDUM TO INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION

(a) The Envelope – 1 shall also contain the documents meeting the qualifying criteria mentioned in ‘Notice Inviting Tender’ Clause No. 2.0 (a) to 2.0 (c)& (i) to (iii) in addition to Clause No. 1.0 (i) to (vi) given in Page No. (1) of “INSTRUCTIONS TO TENDERERS”.

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. 2.0 (a) to 2.0 (c) & (i) to (iii) of NIT, submit tender fees (if any) & 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/ Tender Fee 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.
MEMORANDUM

Tender for Airtight GI sheeting work at RO Building, labor and materials.

NIT No. : ERO/MMD/620/1088

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>ITEMS</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of work</td>
<td>Tender for Airtight GI sheeting at Auditorium building at Terrace area at RO Building, Salt Lake complete including cost of all labour and materials.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner/Client / Employer</td>
<td>EPI/ESIC</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>ITEM RATE</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>Rs.1500.00 (Rupees One Thousand Five Hundred only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>-</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>20 days.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>Not applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Instilments for recovery of Mobilization Advance</td>
<td>Not applicable</td>
</tr>
<tr>
<td>x)</td>
<td>Validity of Tender</td>
<td>90 (Ninety) days from the opening of Price Bid</td>
</tr>
<tr>
<td>xi)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>10% (Ten Percent only) of order value upto Defects Liability Period.</td>
</tr>
<tr>
<td>xii)</td>
<td>Time allowed for starting the work</td>
<td>The date of start of work shall be reckoned 03 (Three) days from the date of LOI.</td>
</tr>
</tbody>
</table>
xiv) Time allowed for starting the work 43.0 (GCC) The date of start of contract shall be reckoned from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.

xv) Defect Liability Period 74.0 (GCC) 12 (twelve) Months from the date of taking over of works.

xvi) Arbitration 11.0 (ACC) Amended

xvii) Jurisdiction 12.0 (ACC) Courts in Kolkata

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS):

OCCUPATION:

ADDRESS:

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

Short Notice Inviting Tender

NIT No.: ERO/MMD/620/1088     Date: 09.01.2018

Tender for Airtight GI sheeting work at RO Building, labor and materials.

Engineering Projects (India) Ltd. invites the sealed item rate tenders in two bid system (Techno Commercial and Price bid) on behalf of Employees State Insurance Corporation (ESIC), Kolkata for the following work:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Period of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender for Airtight GI sheeting at Auditorium building at Terrace area at RO Building, Salt Lake complete including cost of all labour and materials.</td>
<td>20 (Twenty) days</td>
</tr>
</tbody>
</table>

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents     From 09.01.2018 to 19.01.2018. (till 2.00PM)

ii) Last Date & Time of Submission of Tenders       19.01.2018 by 2.00PM

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid)       19.01.2018 at 3.30 PM

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

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

a) One similar work costing of Rs. 0.80 lakhs.
    Or
b) Two similar work each costing of Rs.0.50 lakhs

Similar works shall mean GI Sheeting Work in any industrial/commercial / office building.

The substantially completed works shall be the works where at least 80% billing of total awarded value has been achieved. The certificates issued by client with billed value of work shall form the basis of evaluation.

- The Bidder should have the following
  a) Valid PAN No. (Permanent Account Number).
  b) GST registration no in the state of West Bengal.
  c) PF registration no.
Issuance of Tender Documents to any Tenderer shall, however, not construe that the Tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny the document submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the Tenderer.

2. 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 in support of value of work done by the tenderer.

All the above documents shall be submitted duly signed, stamped by the authorized signatory of bidder and attested by gazetted officer / notary public.

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Volume</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Vol - 1</td>
<td>Instruction to Tenderers, General Conditions of Contract, Addendum to Instruction to Tenderers, NIT Memorandum</td>
</tr>
<tr>
<td>ii)</td>
<td>Vol - 2</td>
<td>Price Bid</td>
</tr>
</tbody>
</table>

4.0 a) The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website. Tender documents can also be obtained from GGM (MMD), Engineering Projects (India) Ltd. 50, Chowringhee Road Kolkata-700071 from 11:00 Hrs to 17:00 Hrs IST on all working days (Monday to Friday) except Public Holidays.

Relevant experience certificate and other documents mentioned above clause no.-2 duly attested by Gazetted Officer or Notary public fulfilling the qualifying criteria shall be enclosed in Envelope-1.

Envelope-2: Price bid (Under sealed cover) : - in this part, bidder are to submit only the price bid as per the format (Volume-2), both in word and figure as issued to the bidders are to be submitted in this envelop subscripting “price bid and mentioning NIT no. , the tender due on, the name and address of the bidder with contract no. No other document is to be kept in this envelop.

Completion Certificates from Clients shall be in the name of the Company who is submitting the tender. The Bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any Bidder shall be rejected if on detailed scrutiny of the documents submitted along with the tender are found unsatisfactory. The decision of EPI in this regard shall be final and binding on the Bidder.
4.0 b) Tenders shall be accompanied by the Earnest Money Deposit (EMD) for amount of Rs.1500.00 (Rupees One Thousand Five Hundred only) in the form of Crossed Demand Draft or pay Order of any Nationalized Bank in favor of “Engineering Projects (India) Ltd.” payable at Kolkata.

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

6.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable for the works.

7.0 All safety measures as applicable for execution of works inside the premises of the RO Building, Salt Lake, need to be strictly complied with.

8.0 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.

9.0 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.

10.0 The offer shall remain valid for a period of 90 days from opening of Price Bid.

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

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

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

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

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

16. It is desired that the bidder visits the site before submitting the bid to assess the ground condition and working conditions at site. Incase bidder decide not to visit site, they shall be responsible for all the consequences there of. Bidder to submit a self-declaration with the bid in respect of the same.

17. The tender documents shall be submitted to:

Group General Manager (MMD)
ENGINEERING PROJECTS (INDIA) LTD.
50, Chowrighee Road, 8th& 9th Floor
Kolkata – 700071
Tel: 033-22824427/29
Additional Conditions of Contract

(NIT No.: ERO/MMD/620/1088)
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.

1. SCOPE OF WORK:
Tender for Airtight GI sheeting at Auditorium building at Terrace area at RO Building, Salt Lake complete including cost of all labour and materials. As mentioned in BOQ.

2.1 The bidders shall quote their firm prices in the format of Price Schedule only.
2.2 The price shall remain firm till completion of work in all respect.
2.3 The price shall include GST.

3.0 The PARTY shall take insurance cover at its own cost towards Workmen Compensation Act for its own worker, employees and for the Plant & Equipment deployed by the PARTY at the project site.

4.0 The PARTY shall be fully responsible to complete the works in workmen like manner to the satisfaction of ESIC and EPI within the stipulated completion period and within their quoted rates / amount.

   In the event of failing to complete the work in stipulated completion period the PARTY shall be liable to pay compensation for delay @ 1% per week subject to maximum 5% of the order value.

6.0 The PARTY shall adhere to all safety rules and norms as applicable for execution of similar works in the building premises at no extra cost to EPI.

7.0 All statutory deductions shall be made as per relevant act/rules/guidelines.

8.0 The entire work shall be completed in 15 days from the date of start as specified in ‘Memorandum’.

9.0 Payment terms:

   i) 70% payment on completion of the work.
   ii) 20% payment after final acceptance of the work by EPI / ESIC based on its functional performance in one monsoon season.
   iii) 10% on expiry of defect liability period of 01 year from the date of final acceptance of the work.

   Payment shall be released within 30 days from the date of certification by EPI.

10.0 Quantities mentioned in the BOQ are indicative. However, payment shall be made on actual work-done basis.

11.0 ARBITRATION:
Engineering Projects (India) Ltd.

There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned and Clause Nos. 76.1 & 76.2 of General Conditions of Contract (GCC) shall stand amended as below:

11.1 Clause no 76.1 of GCC shall stand deleted

11.2 Clause no 76.2 shall stand amended as below:

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. F.No.4(1)/2013-DPE (PMA)/FTS-1835 dated 11.04.2017 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

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

12.0 JURISDICTION:

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

13.0 MOBILIZATION ADVANCE & SECURED ADVANCE:
Clauses 8.0 & 35.0 of General Conditions of Contract are deleted.

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