NOTICE INVITING TENDER

NIT No.: ERO/MMD/620/1090 dated 13.04.2018

Tender
FOR

Providing and Fixing Airtight Gypsum false ceiling work at Office block I & II area AHU rooms at RO Building, Salt Lake.

Vol. –I&II

(Technical bid)

(Addendum to Instruction to Tenderers ,Instruction to Tenderers & General Conditions of Contract, , Memorandum, Form of Tender, letter of Undertaking, NIT, ACC)

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 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 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

REF. Tender for Providing and Fixing Airtight Gypsum board false ceiling at Office block I&II area AHU rooms complete at RO Building, Salt Lake

NIT No. : ERO/MMD/620/1090

<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>Providing and Fixing Airtight Gypsum board false ceiling at Office block I&amp;II area AHU rooms complete as per BOQ at RO Building, Salt Lake.</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.2500.00 (Rupees Two 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>15 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 The date of start of contract shall be (GCC) reckoned from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.

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

xvi) Arbitration 12.0 Amended (ACC)

xvii) Jurisdiction 13.0 Courts in Kolkata (ACC)

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS):

OCCUPATION:

ADDRESS:

______________________________

______________________________

SEAL OF TENDERER
FORM OF TENDER
(TO BE TYPED ON LETTER HEAD)

To
The Group General Manager (MMD)
Engineering Projects (India) Ltd
50, Chowringhee Road,
Kolkata-700071.

REF.: Tender for “Providing and Fixing Airtight Gypsum false ceiling work at Office block I & II area AHU rooms complete at RO Building, Salt Lake.

NIT No.: ERO/MMD/620/1090

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

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

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

4. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.
5. 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. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.

6. If I/we fail to commence the work within 7 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 pro-forma as referred to in condition of NIT.

Date the __________________________ day of ______________________________

SIGNATURE OF BIDDER
NAME (CAPITAL LETTERS) __________________________________________

OCCUPATION: __________________________________________

ADDRESS __________________________________________

________________________________________

SEAL OF BIDDER
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)
(TO BE TYPED ON LETTER HEAD)

To
The Group General Manager (MMD)
Engineering Projects (India) Ltd
50, Chowringhee Road,
Kolkata-700071

REF.: Tender for Providing and Fixing Airtight Gypsum false ceiling work at Office block I & II area AHU rooms complete at RO Building, Salt Lake

NIT No.: ERO/MMD/620/1090

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 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

Dated
ENGINEERING PROJECTS (INDIA) LTD.  
(A. Govt. of India Enterprise)  
NOTICE INVITING TENDER

NIT No.: ERO/MMD/620/1090 Date: 13.04.2018

Tender for Providing and Fixing Airtight Gypsum false ceiling work including at Office block I & II area AHU rooms complete at RO Building, Salt Lake.

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>Providing and Fixing Airtight Gypsum false ceiling work including required all accessories at Office block I&amp;II area AHU rooms complete including cost of all labour and materials as per brief scope of work.</td>
<td>15 (Fifteen) days</td>
</tr>
</tbody>
</table>

Time schedule of tender activities.

i) Date & Time of download / sale of Tender Documents From 13.04.2018 to 30.04.2018 (till 12.00PM)

ii) Last Date & Time of Submission of Tenders 30.04.2018 by 2.00PM

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid) 30.04.2018 at 3.00 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.1.60 lakhs.
   or  
b) Two similar work each costing of Rs.1.20 lakhs
   or  
c) Three similar work each costing of Rs.0.80 lakhs

Similar works shall mean **false ceiling 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

I. Valid PAN No. (Permanent Account Number).
II. GST registration no in the state of West Bengal.
III. PF registration no.

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.

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.

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>Addendum to Instruction to Tenderers, Instruction to Tenderers &amp; General Conditions of Contract (available in EPI’s website), Memorandum, Form of Tender, letter of Undertaking</td>
</tr>
<tr>
<td>ii)</td>
<td>Vol - 2</td>
<td>NIT, ACC</td>
</tr>
<tr>
<td>iii)</td>
<td>Vol - 3</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-3), both in word and figure as issued to the bidders are to be submitted in this envelop subscribing “price bid and mentioning NIT no., the tender due on, the name and address of the bidder with contact 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.2500.00 (Rupees Two Thousand Five Hundred only) in the form of Crossed Demand Draft or pay Order of any Nationalized Banks/Scheduled Banks 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 days from the 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.

16.0 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.

17.0 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

Dated: 13.04.2018

GGM (MMD)
Additional Conditions of Contract

(NIT No.: ERO/MMD/620/1090)

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:**

   Providing and Fixing Airtight Gypsum false ceiling work at Office block I&II area AHU rooms at RO Building, Salt Lake. (Detailed description of work may please be referred in Bill Of Quantity available in Vol-III).

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.

5.0 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. TAXES AND DUTIES:

The following shall be also read with clause no 13 of GCC:

i. The bidder/Contractor must be registered with GST and should have valid GSTIN number in the state of West Bengal.

ii. The bidder/contractor must submit as an compliances of GST Act, the invoices in GST compliant format failing which the GST amount shall be recovered/adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

iii. The bidders/contractors are requested to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

iv. Rates to be quoted in this tender all inclusive with all taxes and duties etc. including GST.

v. Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

11.0 ARBITRATION:

General Conditions of Contract (GCC) Sub Clause no.76.1 and 76.3 of Arbitration Clause no.76.0 are amended as given below. Sub Clause no.76.2 will remain the same.

76.0 ARBITRATION

76.1 Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015.

When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

i) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator.

appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person appointed for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:
a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months. The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) if the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

iii) It is a term of the contract that the party invoking the arbitration shall specify the dispute/ differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

iv) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

v) The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Memorandum’ to the ‘Form of Tender’.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

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.