AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: WRO/CON/032-B/0224

“Electrical Work for Teaching Hospital for the new Govt. Medical College at Koraput, Odisha”

EXECUTING AGENCY:

ENGINEERING PROJECTS (INDIA) LIMITED.
WESTERN REGIONAL OFFICE - MUMBAI
## INDEX

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Vol</th>
<th>Description</th>
<th>No of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>VOL - I</td>
<td>Notice Inviting Tender (NIT)</td>
<td>10</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>Letter of Undertaking</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>Form of Tender</td>
<td>2</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>Memorandum</td>
<td>2</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td>Memorandum of Understanding</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td>Bidder Information</td>
<td>2</td>
</tr>
<tr>
<td>7.</td>
<td>VOL - II</td>
<td>Additional Conditions of Contract (ACC)</td>
<td>9</td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td>Client’s conditions</td>
<td>Enclosed</td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td>Technical Specifications</td>
<td>Enclosed</td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td>General Contract Conditions (GCC)</td>
<td>Enclosed</td>
</tr>
<tr>
<td>11.</td>
<td>VOL - III</td>
<td>Price Bid</td>
<td>68</td>
</tr>
</tbody>
</table>
AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: WRO/CON/032-B/0224

Tender for “Electrical Work for Teaching Hospital for the new Govt. Medical College at Koraput, Odisha

VOLUME – I

NIT, Letter of Undertaking, Form of Tender, Memorandum, Bidder Information, Affidavit for NIT
ENGINEERING PROJECTS (INDIA) LTD.
(A. Govt. of India Enterprise)

Tender No: WRO/CON/ 032-B/0224

NOTICE INVITING TENDER (NIT)

1.0 Tender for “Electrical Work for Teaching Hospital for the new Govt. Medical College at Koraput, Odisha”

Engineering Projects (India) Ltd. invites the open Tenders rate on percentage basis from the eligible registered electrical contractor having valid H.T. / L.T. license for association with EPI during tendering stage itself who fulfil the eligibility criteria as per the brief particulars of scope for the for execution of Electrical Works of Teaching Hospital for the new Govt. Medical College at Koraput, Odisha in two bid system (Techno-commercial bid & Price Bid) for the following works:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>NAME OF WORK</th>
<th>ESTIMATED COST (Rs) without GST</th>
<th>TIME OF COMPLETION</th>
<th>EMD (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender for “Electrical Works of Teaching Hospital for the new Govt. Medical College at Koraput, Odisha”</td>
<td>12,41,08,213/-</td>
<td>24 Months</td>
<td>Rs: 12,41,082/-</td>
</tr>
</tbody>
</table>

Estimated Cost is exclusive of GST

The brief scope of work included in this tender shall include Electrical work for Teaching Hospital for the new Govt. Medical College at Koraput, Odisha

The details of scope of work is given in the tender document.

Time schedule of Tender activities:

(i) Last Date & Time for Downloading of tender documents : 02.04.2019 up to 05.00 PM

(ii) Last Date & Time of submission of Tender : 03.04.2019 up to 1.00 PM

(iii) Last Date & Time of opening of Technical bid : 03.04.2019 at 5.00 PM
2.0 Contractors/Bidders who fulfill the following requirements are eligible to participate in this tender. **The joint ventures/Consortium are not accepted.**

a) Experience of having completed work during the last 5 (Five) years ending last day of the month previous to the one in which applications invited:

Two or Three similar works, each costing not less than the amount equal to 15% of estimated cost put to tender or more aggregating to 40% of estimated cost put to tender

OR

One similar work of aggregate cost not less than the amount equal to 40% of estimated cost.

The ‘similar works’ shall mean, “SITC of H.T. / L.T. line along with electrical work in RCC Building with any Govt. or Govt. undertaking organization or Reputed Privet Sectors.”

b) Should have average annual financial turnover on works amounting at least 50% of the estimated cost of the work during the last three consecutive financial years ending on 31.03.18 duly certified by a Chartered Accountant.

c) Should have a solvency of 40% of estimated cost issued by his bankers in the name of the bidder. The Solvency certificate should not have been issued earlier than one year of last date of submission of tender.

e) Should have valid Permanent Account Number of Income Tax (Copy of PAN to be enclosed).

g) Should have GST Registration No. (Copy of GST Registration certificate to be enclosed).

h) Bid Capacity: The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The Bidding capacity shall be worked out by the following formula:

\[
\text{Bidding Capacity} = [A \times N \times 2] - B
\]

Where,

- \( A \) = Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10% per year (escalation factor) which will take into account the completed as well as works in progress.
- \( B \) = Value of current price level of the existing commitments and ongoing works to be completed during the next years (period of completion of works for which Bids are invited).
N = Number of years prescribed for completion of the work for which the Bids are invited. (for work completion period less than one year the value may be taken as one year)

Escalation Factor: Following enhancement factors will be used for the cost of works executed and the financial figures to a common base value for works completed in India.

Year before Multiplying factor

One 1.10
Two 1.21
Three 1.33
Four 1.46
Five 1.61

(Applicant should indicate actual figures of costs and amounts for the works executed by them without accounting for the above mentioned factors)

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will be applied. Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

i) 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.

j) The credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.

3.0 Tender documents comprising of the following are available on the website of EPI: www.enginneringprojects.com & CPP Portal: www.eprocure.gov.in

(i) Notice Inviting Tender, Letter of Undertaking, Form of tender, Memorandum, Affidavit for NIT (Vol-I)

(ii) Additional Conditions of Contract General, Client Conditions, Technical Specifications & General Conditions of Contract (Vol-II)

(iii) Price Bid /Bill of Quantity - (Vol-III)

They may obtain further information regarding this tender from GM (Contracts) at the address given at Clause No. 18.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.
4.0 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 18:00 Hrs. on 20.03.2019; 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. 5,000.00 (Rupees Five Thousand only) plus Applicable GST @ 18% i.e Rs. 5,900/-** as non-refundable document fees in the form of demand draft in favour of “Engineering Projects (India) Ltd.” payable at Mumbai.

5.0 Bids must be submitted with copies of relevant documents pertaining to **Clause no. 2 (a) to (j) & Clause no. 17 under Single Stage Two Envelope Bidding Procedure** on or before last date and time of bid submission. Late bids will not be accepted. Under the above procedure, only the 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 schedule date and time of bid opening. Second envelope i.e. Price part shall be opened of technically qualified bidders.

The tenderers are required to deposit Earnest Money Deposit (EMD) of an amount of **Rs: 12,41,082/- (Twelve Lacs Forty one Thousand eighty two)** in two parts as follows:

a) **The first part of the EMD** for an amount of Rs. 1,00,000/- (Rupees One lac only) shall be deposited by all the tenderers as Initial EMD along with their offer in the form of DD only.

b) **The second part** towards balance EMD shall be deposited by the successful tenderer within 3 days from date of opening of price bid. In the form of DD/BG.

The bid must be accompanied by an Earnest Money Deposit (EMD) 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 Mumbai 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 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) and Power of Attorney, Annexure-A affidavit of NIT, all other supporting necessary documents must be submitted in physical form at the address given at **Clause No. 18.0** below on or before last date and time of bid submission. If the above documents are not received in time then there 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.

6.0 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 submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

7.0 The rates quoted by the bidder shall be firm till the bid validity or extended bid validity. Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the
following principles and procedures as per formula Vide Works Department Memorandum No-12606 /W dt. 24.12.2012 as given in clause no. 36 in client conditions of contracts

8.0 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 these websites regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

9.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened by EPIL without prior intimation to them. No Public opening will be conducted. 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.

10.0 The price quoted shall be inclusive of all duties, taxes, excluding GST including Building and other Construction Workers Welfare Cess @ 1% payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Taxes on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same except GST payable for works contract.

11.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or 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 tender at its sole discretion, further bidder note that there will no public opening for this tender.

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

13.0 The Bidder should not have been blacklisted or Debarred in any State Govt./Municipal Corporations/Central Govt./any State Govt. Organizations, Urban Local Body and/or its Undertaking company during last seven years ending last day of the previous month of date of NIT. **Bidder to submit a notarized self-declaration with the bid in respect of the same.**

14.0 In case of any discrepancy between the downloaded tender and the approved hard copy, the approved hard copy shall hold good for contractual as well as legal purposes. The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the downloaded tender document being submitted by him and it is identical to the tender document appearing on the Website.

15.0 Disqualification

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;
a) Representation in the forms, statements and attachments submitted in the prequalification document are proved to be incorrect, false and misleading.
b) Record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the nonperformance 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.

c) If bidder have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

16.0 Terms & Conditions for Sub Contractor

1.0 EPI shall act as main contractor and Bidder shall be Sub--contractor of EPI for execution of Tender work.

2.0 Bidder has submitted its offer to EPI for execution and completion of NIT work. Bidder shall not participate directly in the tender and shall quote its rates to EPI only and not to any other party participating/ pre-qualified for the project directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

3.0 The amount/ rates quoted by Bidder to EPI for the Tender Work at tender. EPI shall submit it’s tender to Client on the basis of amount/rates quoted by the Bidder to EPI after adding EPI’s markup towards its expenses, overheads and profit margin, which shall be solely decided by EPI. In case it is required to offer any reduction in the prices to Client or to change the terms and conditions; the same shall be done after mutual consultation between EPI and Bidder.

4.0 In the event of award of Tender Works, Bidder shall submit to EPI, Bank Guarantees/DDas per tender condition from a Scheduled Bank towards performance, security deposit etc. as required by EPI/ Client/local authorities as per conditions of the ‘Tender Documents’ (in the prescribed proforma of EPI) in favour of EPI, for Bidder portion of work. In case any initial cash deposits are to be made to the Client, the same shall be made by EPI and PARTY in proportion to their respective value of the contract.

5.0 Bidder shall bear its own expenses for preparation and submission of bid. In case of non-award of the project to EPI by Client due to any reason, the Bidder shall have no claim whatsoever on EPI.

6.0 All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the manufacturing units/works for the inspection of materials, equipment etc.
under the scope of work of Bidder shall be borne by the PARTY if applicable under the contract between EPI and Client.

7.0 Payments as and when received by EPI from the Client for PARTY’s portion of work shall be released to Bidder

17.0 Tenderer shall submit duly stamped & signed scan copy of following documents online:
- Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.
- List of works executed during the last 5 years indicating name of the Client, value, date of start and completion along with completion certificate
- List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
- Copy of PAN Card Certificate
- Certified copy of Balance sheet or CA certificate for turnover for last three consecutive years
- Solvency certificate
- Copy of GST Registration certificate
- List of Plant & Equipment’s available with bidder
- Details of manpower available with Bidder.
- Form of Tender & Letter of Undertaking
- Notarized copy of Valid H.T. / L.T. license for Air Conditioning contractor.
- A notarized self-certification by bidder that “He has not been reprimanded in past 10 years for poor performance and also he has not been debarred by any of his client for unprofessional/ slow work leading to cancellation of his ongoing assignment”.

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

General Manager (Contracts)
Engineering Projects (India) Ltd.
Bakhtawar, 6A, 6th Floor Nariman Point,
Mumbai – 400 021
Office Phone- 022-2204 9230
Email: wro-contracts@engineeringprojects.com

General Manager (Contracts)
Date: 20.03.2019
**Name of the Work:** Tender for “Electrical Works of Teaching Hospital for the new Govt. Medical College at Koraput, Odisha”

**NIT No:** WRO/CON/ 032-B/0224

**ESTIMATED COST PUT TO TENDER:** Rs: 12,41,08,213/

**Bid Capacity:** The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

\[
\text{Bidding Capacity} = \left( A \times N \times 2 \right) - B
\]

Where,
- \( A \) = Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10% per year (escalation factor) which will take into account the completed as well as works in progress.
- \( B \) = Value of current price level of the existing commitments and ongoing works to be completed during the next years (period of completion of works for which Bids are invited).
- \( N \) = Number of years prescribed for completion of the work for which the Bids are invited. (for work completion period less than one year the value may be taken as one year)

Escalation Factor: Following enhancement factors will be used for the cost of works executed and the financial figures to a common base value for works completed in India.

Year before Multiplying factor:
- One 1.10
- Two 1.21
- Three 1.33
- Four 1.46
- Five 1.61

(Applicant should indicate actual figures of costs and amounts for the works executed by them without accounting for the above mentioned factors)

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will be applied. Instead, current market exchange rate State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

**BID CAPACITY CALCULATION BY BIDDER**

**SIGN & STAMP OF BIDDER**
ANNEXURE-A

AFFIDAVIT

I/We ..............................................aged ..............years son of ..............................................do hereby solemnly affirm and declare as follows for and on behalf of the Firm:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Works</th>
<th>Client Name &amp; Address</th>
<th>Work Order Value (in Rs)</th>
<th>Work Executed till Date (Rs)</th>
<th>Balance Amount of work to be completed (Rs)</th>
<th>Balance period to complete the works (Total months)</th>
<th>Work to be completed in 24 month (NIT Completion period) (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Balance Commitments during **24 months** as per NIT: Rs

It is certify that the above particulars furnished are true and correct. If any information given is found to be concealed at a later date, the Contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted. I/We agree for debarring tendering for one year if any facts are suppressed.

SIGN AND STAMP OF BIDDER

Signature of Notary Public
AFFIDAVIT

Affidavit of Mr -------------- So ---------- R/o ----------------.

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s ------------- having its Head / Regd. Office at ----------------.

2. That the information/documents/Experience certificates submitted by M/s ------------- along with the tender for ------- (Name of work) ---- To EPI are genuine, true and nothing has been concealed.

3. I shall have no objection in case EPI verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case EPI demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid / contract and also forfeit the EMD / All dues.

5. I shall have no objection in case EPI verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch / office issuing Bank and I / We shall have no right or claim on my submitted EMD before EPI receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, EPI shall reject my bid cancel pre-qualification and debar me from participating in any future tender for three years.

I, ------------, the Proprietor / Authorised signatory of M/s ------------- do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from ------- and that no part of it is false.

Verified at -------------------------------- this ----------------- day of -------------------

DEPONENT

ATTESTED BY (NOTARY PUBLIC)
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONG WITH EMD)

To,
GM (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LTD.

Ref: Tender for “Electrical Works of Teaching Hospital for the new Govt. Medical College at Koraput, Odisha”

NIT No.: WRO/CON/ 032-B/0224

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 us by ENGINEERING PROJECTS (INDIA) LIMITED and 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 remarks(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”, We agree that 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:
FORM OF TENDER

To,
GM (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LTD.

REF: “Tender for Electrical Work for Teaching Hospital for the new Govt. Medical College at Koraput, Odisha”

NIT No. : WRO/CON/ 032-B/0224

1. 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 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 work in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by us is the essence of the contract. 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 work 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 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 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. We agree to pay the Earnest Money, Security Deposit /Retention money, Performance Guarantee and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, We agree to abide by and fulfill all terms and conditions referred to above and as conditioned 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. 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 we fail to commence the work within 10 days of the date of issue of Letter of intent and / or We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or We fail to submit Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, 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. 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

REF: Tender for “Electrical Works of Teaching Hospital for the new Govt. Medical College at Koraput, Odisha”

NIT No.: WRO/CON/032-B/0224

<table>
<thead>
<tr>
<th>Sl NO.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>Tender for Electrical Works of Teaching Hospital for the new Govt. Medical College at Koraput, Odisha</td>
</tr>
<tr>
<td>ii.</td>
<td>Client</td>
<td></td>
<td>PWD, Odisha</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Rate Contract</td>
</tr>
</tbody>
</table>
| iv.    | Earnest Money Deposit                | NIT     | The tenderers are required to deposit Earnest Money Deposit (EMD) of an amount of Rs: **12,41,082/-** (Twelve Lacs Forty one Thousand eighty two) in two parts as follows:  
  a) **The first part of the EMD** for an amount of Rs. **1,00,000/-** (Rupees One lac only) shall be deposited by all the tenderers as Initial EMD alongwith their offer in the form of DD only.  
  b) **The second part** towards balance EMD shall be deposited by the successful tenderer within 3 days from date of opening of price bid. In the form of DD/BG. |
| v.     | Estimated Cost                       | NIT     | Rs: **12,41,08,213/-**                                   |
| vi.    | Time for completion of work          | NIT     | 24 Months                                                |
| vii.   | Mobilization Advance                 | 8.0     | NA                                                       |
| viii.  | Interest Rate on Mobilization Advance| 8.0     | NA                                                       |
| ix.    | Number of Installments for recovery of Mobilisation Advance | 8.0 | **As per ACC/GCC (If Any)** |
| x.     | Schedule of Rates applicable         | 69.0    | Client BOQ (PWD SOR)                                    |
| xi.    | Validity of Tender                   | 4.0     | 90 days from the date of opening of Price Bid.           |
| xii. | Security Deposit cum Performance Guarantee | 9.0 | 5% (Five percent only) of contract value in the form of B.G./DD in favor of Engineering Projects (India) Ltd., which shall be submitted within 10 days from the date of issue of LOI. The validity shall be 03 months after expiry of Defect Liability Period. |
| xiii. | Retention Money | 10.0 | 5% (five percent only) of contract value which shall be deducted from each RA Bill. This can be refunded after 12 months from the date of completion or against submission of equal amount of BG after completion of work certified by site I/C |
| xiv. | Time allowed for starting the work | 43.0 | 10 (Ten) days from the date of issue of LOI. |
| xv. | Defect Liability Period | 74.00 | 12 months after completion of this work against certification from site I/C |
| xvi. | Arbitration | 76.00 | As per Additional Conditions of Contract. |
| xvii. | Jurisdiction | 76.3 | Courts at Mumbai |

**SIGNATURE OF BIDDER**

**NAME (CAPITAL LETTERS):** ________________________________

**OCCUPATION:** ________________________________

**ADDRESS:** ________________________________

______________________________

**SEAL OF BIDDER**
MEMORANDUM OF UNDERSTANDING

First Party I Sri/Smt.………………………, Aged …. years, S/O- …………………………………., At /P.O. / Dist-…………. (hereinafter called the First Part)

AND

Second Party I Sri/Smt.………………………, Aged …. years, S/O- …………………………………., At / P.O. / Dist-……………. (hereinafter called the Second Part) having H.T. / L.T. license registration No.………. valid upto ...........

AND WHEREAS the First Party of 1st part is the managing partner of .................

AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the tender work, “..........................”

AND WHEREAS the Second Party accepted the offer of First Party.
NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
2) That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Engineer-in-Charge.
3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
4) That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.

In witness where of both the party have signed in presence of

WITNESS

W1 -

W2 -
# Bidders Information

<table>
<thead>
<tr>
<th>Company Name*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Number*</td>
<td></td>
</tr>
<tr>
<td>Registered Address*</td>
<td></td>
</tr>
<tr>
<td>Name of Partners/Directors</td>
<td></td>
</tr>
<tr>
<td>Bidder type*</td>
<td></td>
</tr>
<tr>
<td>Indian/Foreign</td>
<td></td>
</tr>
<tr>
<td>City*</td>
<td></td>
</tr>
<tr>
<td>State*</td>
<td></td>
</tr>
<tr>
<td>Country*</td>
<td></td>
</tr>
<tr>
<td>Postal code*</td>
<td></td>
</tr>
<tr>
<td>PAN/TAN/GST Number*</td>
<td>(PAN/TAN number must have 10 characters. e.g. AESTG2458A)</td>
</tr>
<tr>
<td>Company’s Establishment Year</td>
<td></td>
</tr>
<tr>
<td>Company’s Nature of business*</td>
<td></td>
</tr>
<tr>
<td>Limited company/Undertaking/Joint venture/Partnership/others</td>
<td></td>
</tr>
<tr>
<td>Company Category*</td>
<td></td>
</tr>
<tr>
<td>Micro unit as per MSME/Small unit as per MSME/Medium unit as per MSME/Ancillary unit/Project of affected person of this company/SSI/others</td>
<td></td>
</tr>
<tr>
<td>Contact Details</td>
<td></td>
</tr>
<tr>
<td>Enter Company’s Contact Person Details</td>
<td></td>
</tr>
<tr>
<td>Title *</td>
<td></td>
</tr>
<tr>
<td>Mr/Mrs/Dr/Shree/Ms</td>
<td></td>
</tr>
<tr>
<td>Contact Name*</td>
<td></td>
</tr>
<tr>
<td>Date of Birth* (DD/MM/YYYY)</td>
<td></td>
</tr>
<tr>
<td>Correspondence Email*</td>
<td>(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)</td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Phone *</td>
<td>(Phone details eg: +91 044 22272449)</td>
</tr>
<tr>
<td>Mobile*</td>
<td></td>
</tr>
</tbody>
</table>
### BANKER DETAILS

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAN NO*</td>
<td></td>
</tr>
<tr>
<td>GST NO*</td>
<td></td>
</tr>
<tr>
<td>ACTIVE BANK A/C DETAILS*</td>
<td></td>
</tr>
<tr>
<td>A/C NO*</td>
<td></td>
</tr>
<tr>
<td>A/C TYPE*</td>
<td></td>
</tr>
<tr>
<td>BRANCH ADDRESS*</td>
<td></td>
</tr>
<tr>
<td>IFSC *</td>
<td></td>
</tr>
</tbody>
</table>

*Mandatory information (must be filled by the bidders)*