NOTICE INVITING TENDER AND TERMS & CONDITIONS

Date: 25.05.2009
No. DLI/HR/FF/002

Tender for Refurbishment of Reception Area of EPI Office at Core-3, SCOPE Complex, Lodhi Road, New Delhi.

Engineering Projects (India) Ltd. invites the sealed item rate tender for the following work from the eligible firms who are having extensities experience in Refurbishment of Commercial Office Complex:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of work</th>
<th>Scope of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Period of completion</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Refurbishment of Reception Area of EPI Office at Core-3, SCOPE Complex, Lodhi Road, New Delhi</td>
<td>As detailed in Annexure-I</td>
<td>11,29,000.00</td>
<td>1 month</td>
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The interested Firms / Agencies are required to submit their complete profile along with certificate of experience of such types of work. The Firms / Agencies are also required to be registered with the Statutory Authorities as required as per the law for execution of such works.

2.0 Sale of Tender Documents

2.1 The tender documents can be obtained from the office of General Manager, HR, Engineering Projects (India) Ltd., 4th Floor, Core –3, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -110003 from 11.00 AM to 04.00 PM on all working days (Monday to Friday) except Public Holidays, on submission of request letter alongwith relevant experience certificates and other documents as required. Tender document shall be issued to eligible prima-facie qualified bidders on payment of Rs. 500/- (Rupees Five Hundred only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at New Delhi.

2.2 Tender documents can also be downloaded directly from website www.epi.gov.in and tender fees, should be deposited alongwith the submission of the tender in 1st envelop.

2.3 Issuance of Tender Documents to any tenderer shall, however, not construed that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory.
2.4 Schedule of Tender activities:

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents from 26.05.2009 to 02.06.2009 11AM to 03:30PM

ii) Last Date & Time of Submission of Tenders 02.06.2009 by 04:00PM

iii) Date & Time of Opening of Envelope-1 02.06.2009 by 04:30PM

3.0 The Tenderer shall submit Earnest Money Deposit (EMD) of Rs 30,000/- (Rupees Thirty Thousand only) along with tender. The earnest money deposit 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 favouring, “Engineering Projects (India) Ltd.”, payable at New Delhi or in the form of Bank Guarantee of any Nationalized Bank / Scheduled Banks, in the prescribed proforma, favouring “Engineering Projects (India) Ltd., New Delhi”. The EMD shall initially be valid for minimum period of 90 days (Ninety Days) from the last day of submission of Tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

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

5.0 Issuance of Tender document.

The tender documents shall be issued by and submitted to:

General Manager, HR
ENGINEERING PROJECTS (INDIA) LTD.
4th Floor, Core-3, SCOPE Complex,
7, Institutional Area, Lodhi Road, New Delhi-110003.

FAX No. 011-24368293, 24363426
Website: www.epi.gov.in

6.0 Other terms & conditions.

6.1 Rates shall be inclusive of all taxes, duties and other levies. Nothing extra shall be paid due to any statutory variation of taxes, duties levies etc.
6.2 **SECURITY DEPOSIT**

Within 7 (seven) days from the date of issue of letter of Intent by EPI, the Agency shall submit to EPI a Security Deposit Bank Guarantee in the prescribed format of EPI from any Nationalized Bank / Scheduled Bank or in the form of FDR in favour of EPI equivalent to 5% (Five percent only) of the Order Value for the due and proper execution of the contract. This bank guarantee or FDR shall remain valid till the end of maintenance period.

In case the Agency fails to submit the Security Deposit of the requisite amount within the stipulated period or extended period, letter of intent will stand withdrawn and EMD of Contractor shall be forfeited.

6.3 Payment terms

   i. No advance shall be paid.

   ii. 90% payment to be released on prorata Basis. Bills shall be raised every 15 days or when the amount reaches Rs. 10 Lakh whichever is earlier.

   iii. Balance 10% to be released after expiry of Warranty Period / Maintenance Period or can be released against submission of Fixed deposit of the same amount duly hypothecated to EPI.

6.4 Detail measurement of item are to be submitted alongwith running bills for checking.

6.5 Completion period - One (1) month from the date of issue of Notice to Proceed.

6.6 Warrantee & Maintenance period - 12 months from the date of successful completion of entire work and handing over the same to EPI.

6.7 All prefabricated structure and bought out items shall be of standard quality and of approved make and as specified in BOQ. The receipt of the same from EPI is to be submitted alongwith the bills.

6.8 All the works shall be carried out in accordance with CPWD specification standard practice / relevant Indian Standards. All construction materials shall be of standard quality and conform to relevant IS and as approved by Engineer – in – Charge. 03 (Three) nos. of Sketches showing broad nature of work are enclosed.

6.9 Change in BOQ/specification if any the agency has to take approval from Engineer-in-charge prior to execution of the work.

6.10 Bill of quantities are tentative and can vary ± 20% of contract value.
6.11 All the dismantled materials, scrap material debris / malba etc. shall be disposed off by the firm / agency and give credit to EPI for the same.

7.0 **COMPENSATION FOR DELAY**

In case the Agency fails to complete the work within the stipulated completion time, the Agency shall without prejudice to any other right or remedy of EPI on account of such breach, shall pay compensation @ 1% per week of delay subject to a maximum limit of 5% of the value of work order provided the delays are solely attributable to the Agency. The rates quoted shall remain firm till completion of the work including any extension thereof no compensation shall be considered to the tenderer in the event of extension of completion period is granted to the tenderer for reasons attributable or not attributable to the tenderer whatsoever.

8.0 If at any time after award/start of work, EPI decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the EPI shall give notice in writing to this effect to the Agency and the Agency shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance and or any other consequence of the foreclosure of the whole or part of the work which the Agency might have derived from the execution of works.

9.0 The work order / contract shall be terminated by EPI at any time by giving upon seven day's notice in writing for the non performance or any default and violation of the terms of the agreement on the part of the Agency and the Security Deposit shall be forfeited.

10.0 The EPI will not be responsible for the delay/stoppage of work and losses, if any, suffered by the Agency due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. EPI shall not be liable any way to bear such losses and no compensation of any kind whatsoever will be payable by the EPI to the Agency.

11.0 **DISPUTE RESOLUTION**

All the disputes of either nature shall be settled through mutual settlement only. There is no Arbitration clause.

12.0 **JURISDICTION**

The Courts in Delhi / New Delhi alone will have jurisdiction to deal with all matters arising from the Contract, to the exclusion of all other courts.