# AN ISO 9001 & 14001 COMPANY TENDER DOCUMENT

NIT No. EPI/SRO/CON/ETS/269 dated 23.12.2024.

#### **FOR**

Tender for Finishing & Electrification works for "Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

**VOLUME - I** 

Notice Inviting Tender (NIT) with all Annexures

**TENDER INVITING AUTHORITY** 

Engineering Projects (India) Limited (A GOVT. OF INDIA ENTERPRISE) Southern Regional Office, Chennai, 3D, EC Chambers, 92, GN Chetty Road T .Nagar, Chennai- 600 017

# ENGINEERING PROJECTS (INDIA) LTD. (A Govt. of India Enterprise) SOUTHERN REGIONAL OFFICE, CHENNAI

NIT No: EPI/SRO/CON/ETS/269 Date: 23.12.2024

#### **NOTICE INVITING e-TENDER**

Tender for "Finishing & Electrification works for "Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM – Reach – V: Block no. 30, 32 and 41 Balance work"

#### 1. Introduction:

Engineering Projects (India) Ltd. invites online e-Tender on behalf of TNSCB for Finishing & Electrification works for "Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work on Percentage Rate basis under single stage Two bid system from competent bidders who fulfil the eligibility criteria.

Name of Work	Estimated Cost (₹) (Excl. GST)	Completion Period	EMD (₹)	Tender Fees (₹)				
Finishing & Electrification works for "Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM – Reach – V: Block no. 30, 32 and 41 Balance work	Rs.3,94,13,527/- (Rupees Three Crores Nighty Four Lakhs Thirteen Thousand Five Hundred and twenty-Seven only)	O3 Months (Three Months) which shall be reckoned from the 10th day from the date of issue of Letter of Acceptance (LOA).	Rs.7,88,270/- (Rupees Seven Lakhs Eighty-Eight Thousand Two Hundred and Seventy Only)	Rs.2,360/- (Rupees Two Thousand Three Hundred and Sixty Only) including GST @ 18%.				

#### 2. Brief Scope:

The scope of work under this contract shall in general include (but not limited to) Completion of following works in the below mentioned buildings.

**Finishing Works:** The total scope of finishing works includes the Brick work, Plastering, Flooring, Door and Window fixtures, Plumbing, Painting, Firefighting, Electrical work etc for

- 1. B.No: 31 Balance work where RCC structural works are completed / advanced stages of completion (G+2 floors +Terrace floor work).
- 2. B.No: 32 (G+5 floors +Terrace floor work)
- 3. B.No: 41-(G+3 floors + Terrace floors work).

**Electrical Work:** The scope of Electrical Work does include Installation, Testing and Commissioning of Main Incomer Panels for the B.No: 31,32 & 41.

These works are included in the Bid Document and as per drawings and directions of Engineer-in-Charge for the TNSCB Project.

For detailed scope of work, refer to the tender document.

#### 3. Tender Schedule:

i	Start Date & Time for Downloading of tender documents	23.12.2024 18:55 HRS
ii	Last Date of Submission of Pre-bid Queries	30.12.2024 upto 11:00 HRS
iii	Last Date & Time of Submission of online Tender	06.01.2025 upto 15:00 HRS
iv	Date & Time of online opening of tender (Technical Bid)	07.01.2025 at 15:00 HRS
V	Last Date & Time of Submission of offline EMD	07.01.2025 upto 15:00 HRS

All pre-bid queries must be sent to sro.contracts@epi.gov.in by addressing the Tender inviting authority as given in Clause No 12.

#### 4. Tender Fee:

Bidders can download the bid documents from the portal. However, interested bidders must pay tender fees to participate in the tender. The tender fee is non-refundable. Bidders must submit a scanned copy of proof of tender fee paid online. EPI bank account details for RTGS/NEFT as mentioned below;

1) Name of Beneficiary : Engineering Projects (India) Ltd.

2) Account No. : 009102000006493

3) Name of Bank : Indian Overseas Bank, Branch: 116,

Thiyagaraja Road, T. Nagar, Chennai.

4) IFSC Code : IOBA0000091

5) GST No. of EPI : 33AAACE0061C1ZK

Bid submitted without or prescribed Tender Fees shall be summarily rejected.

#### 5. **EMD**:

The bid must be accompanied by scanned copy of Earnest Money Deposit (EMD) of Rs.7,88,270/- (Rupees Seven Lakhs Eighty-Eight Thousand Two Hundred and Seventy Only).

Earnest Money Deposit (EMD) in the form of online payment or Demand Draft/Bankers Cheque in favour of <u>'Engineering Projects (India) Limited'</u> or Bank Guarantee as per the enclosed format (Annexure-XIV) issued from any Nationalized bank / Scheduled bank or Insurance Surety Bond.

The EMD shall be valid for minimum period of **150 days** (one hundred fifty days) from the last date of submission of tender.

The scanned copy of EMD shall be submitted by the bidders with their online bid. The physical form of EMD, in case of DD, BG, Insurance surety bond, shall be submitted on or before due date for submission of tender but not later than 5 (five) calendar days from last date of submission or within the extended time. In case the EMD/Bid security in <u>original physical form does not reach</u> to EPIL Inviting authority <u>within the above cut-off date bid shall be rejected and not considered.</u>

In case EMD/Bid security is submitted through net banking or any other mode of online transfer, transaction details/proof of submission through net banking shall have to be uploaded along with technical Bid

#### **EPI BANK details for BG payment as follows:**

Name of the Bank: IndusInd Bank Limited.

Branch: M-56, Greater Kailash -II (Main market),

New Delhi-110048.

Name of the Account Holder: Engineering Projects (India) Limited.

Account no: 200001601125

IFSC: INDB0000012

#### Note:

- (i) EPI's bank detail is mentioned above.
- (ii) Proforma for Bank Guarantee and Insurance Surety Bond in lieu of Earnest Money Deposit is enclosed with the NIT.
- (iii) The EMD BG must be submitted by the bidder with Structured Finance Managing System (SFMS) issued by beneficiary Bank. In case, the bidders do not submit the requisite SFMS with EMD BG, their bid shall be considered as unresponsive bid.

#### EMD may be forfeited:

- a) If the bidder withdraws the bid after bid opening during the period of validity;
- b) Any revision in the offer made by the Bidder during the validity of the offer.
- c) If any bidder furnishes any incorrect or false statement/information/document.

**Return of EMD:** The EMD of all unsuccessful Bidders shall be returned within 30 (Thirty) days of the opening of price bid.

Note: For works contract, MSME benefits i.e. Exemption of Tender Fee & EMD is not applicable

#### 6. Qualification Criteria (QC):

Bidders fulfilling the following requirements are eligible to participate in this tender.

#### 6.1 Technical Criteria

#### a) Experience Requirement:

Experience of having **successfully completed similar works** during the last 7 (Seven) years ending last day of the month previous to the one in which Tender is invited:

Three similar works, each costing not less than the amount equal to 40% of estimated cost put to tender.

Two similar works, each costing not less than the amount equal to **50% of estimated cost put to tender.** 

OR

One similar work of aggregate cost not less than the amount equal to **80% of estimated** cost put to tender.

The 'similar works' shall mean "Completion of civil and electrical works including but not limited to plastering, painting, flooring, waterproofing, and all types of electrical installations (residential / institutional / industrial buildings) with comprehensive finishing and detailed craftsmanship."

In case the Bidder has executed Composite Works which includes the qualifying work(s) as per the definition of "Similar Work", then the value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of qualification.

For arriving at the cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at a simple rate of 7% (seven) percent per annum, calculated from the date of completion to the date of Bid opening. Value of work shall be excluding GST.

#### The completion certificates issued by

- a) Government / semi-government organisations, state/central government, public works departments, Public sector undertakings/ Autonomous Govt. bodies/Municipal bodies along with copy of work order/ agreement.
- b) In case the <u>work experience is of private sector</u> the completion certificate shall be <u>supported with work order and copies of corresponding TDS certificates</u>. The value of work will be considered equivalent to the amount received as per the TDS certificates. FORM 26AS (TDS) and work order must be duly certified by Chartered Accountant with valid UDIN issued by ICAI.
- Completion certificate must clearly mention tax component.
- The cost of free issue materials shall not be included in the completed value of works.
- 6.2 Joint-Venture/ Consortium is not eligible to bid.

#### 6.3 Financial Criteria:

#### a) Turn over:

Should have average annual financial turnover (audited) on works amounting at least 50% of the estimated cost put to tender during the last three consecutive financial years ending on 31<sup>st</sup> March 2024 with duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.

#### b) Profit & Loss:

Should **not have incurred losses in more than two consecutive years** during the immediate last **five** financial years, ending 31.03.2024, Copies of Annual report including balance sheet, statement of profit & loss for last 5 years along with schedules duly

Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

In case of Companies/Firms less than 3 years old, the bidder should not have incurred any losses since its formation.

#### c) Banker's Certificate / Net Worth:

Should have a Banker's Certificate from a National / Schedule Bank of the amount equal to 40% of the Estimated Cost put to tender (ECPT). The Banker's Certificate should not have been issued earlier than Three (03) Months of last date of submission of tender

OR

Net Worth Certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with Unique Document Identification Number (UDIN). The Net Worth certificate shall be of the last financial year ending on 31<sup>st</sup>March 2024 with schedules duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

The Banker's Certificate & Net Worth Certificate shall be in the format prescribed given in **Annexure VII**.

NOTE: The Chartered Accountant who certifies any document (technical or financial) for the bidder shall not be an employee/ Director and not having any interest in the Bidder's company / firm.

#### 7 Documents required for meeting Qualification Criteria

#### a) Bidder's past experience as Consortium/ Unincorporated Joint Venture (JV):

While evaluating the Bids, Bidder's past experience as a leader or member of a Consortium/ Unincorporated Joint Venture (JV) shall be considered acceptable, provided his scope in that Consortium/JV meets the requirement stipulated in the Experience Requirement.

In the event that the experience of the Consortium/Unincorporated Joint Venture (JV) submitted by the Bidder is deemed to meet the 'similar work' criteria, it is necessary to indicate the division of the scope of work in terms of specific activities and associated value of work between the Consortium/Unincorporated Joint Venture (JV) members. In the event that the members of the incorporated joint venture (IJV) are indicated, but the division of scope in terms of percentage share is not specified in the documents submitted by the bidder, the completed value shall be arrived at after considering the percentage share of each member as per the shareholding pattern of IJV available in the Ministry of Corporate Affairs, Government of India database for the purpose of techno-commercial evaluation.

#### b) Certificates of Subsidiary / Parent / Group Company / Own works:

Any company / firm while submitting a tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company.

In case of a Company/firm, formed after merger and/ or acquisition of other companies / firms, past work experience and financial parameters like turnover, profitability, net worth etc. of the merged / acquired companies / firms will be

considered for qualification of such Company / firm provided such Company / firm continues to own the requisite assets and resources of the merged / acquired companies / firms.

#### c) Foreign Certificate

In case the work experience is for the work executed outside India, the bidders have to submit the completion /experience certificate issued by the owner duly signed & stamped and affidavit to the correctness of the completion/experience certificates. The contractor shall also get the completion / experience certificates attested by the Indian Embassy / Consulate / High Commission in the respective country.

In the event of submission of completion / experience certificate/ other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by the Chamber of Commerce of the respective country and attested by the Indian Embassy / Consulate / High Commission in the respective country.

**Note:** Provided further that bidder from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy / Consulate / High Commission in their respective countries.

For the purpose of evaluation of Bid, the Exchange rate of currency into INR shall be exchange rate published by the IMF or RBI as on the Date of opening of tender.

#### 8. General

#### 8.1 Constitution of firm:

Bidders have to submit an affidavit as per prescribed format in **Annexure- IV** along with the supporting documents viz. Partnership deed (notarized), Registration Certificates in Ministry of Corporate Affairs, Memorandum and Articles of Association of the firm and Board Resolutions to prove the authorisation for submitting the bid.

- a. In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person, Power of Attorney by the Sole Proprietor in favour of signatory.
- b. In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
- c. In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

Bidders have to submit undertakings regarding details of the Constitution of the firm/Company along with the **details of its directors** as per enclosed **Annexure-V**. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure their bid will be rejected.

### 8.2 Conditions for the bidders belongs to the countries sharing borders with India:

Bidder should follow the circular for Restrictions on Public Procurement from certain countries by Ministry of Finance vide press note posted on: 12/04/2023 by PIB Delhi. The Bidder should provide the undertaking in the format as given in **Annexure-VIII.** 

#### 8.3 Site visit declaration:

Tenderers must review all conditions and visit the site to understand sub-soil water conditions, topography, drainage, and accessibility before quoting rates. EPI will not entertain any claims against these conditions. Bidders are encouraged to visit the site to assess ground and working conditions. If they choose not to, they bear all consequences. A self-declaration must be submitted with the bid as per **Annexure-IX**.

#### 8.4 Verification of Credentials:

Submission of authentic documents is the prime responsibility of the Bidder. EPI shall carry-out verification of the documents submitted towards meeting the Qualification Criteria. Wherever EPI has concern or apprehension regarding the authenticity/correctness of any document, EPI reserves the rights of getting the document cross verified from the document issuing authority.

#### 8.5 Tender Documents constituents and its publishing

Complete bidding documents consisting of the following can be viewed/downloaded from the website of CPP Portal: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> till the Bid Due Date & Time. However, information about the location of the Bidding Document shall also be available on the websites of EPI: <a href="https://ewww.epi.gov.in">www.epi.gov.in</a>

Volume 1: Notice Inviting Tender (NIT) with all Annexures

Volume 2: Additional Conditions of Contract (ACC) & General Conditions of Contract (GCC)

Volume 3: Special Specifications, Special conditions of Client and Drawings

Volume 4: Price Bid with Bill of Quantities

BOQ – quoting sheet

#### 9 Bid Participation Procedure:

#### 9.1 General

Interested bidders have to enrol themselves in CPP Portal: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> (hereinafter referred to as the 'portal') to participate in the bidding under this invitation for bids. Also, Tender documents consisting of the following are available on the website of EPI: www.epi.gov.in.

They may obtain further information regarding this tender from the Inviting Authority at the address given in NIT from 9:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

The intending bidders not registered on the portal mentioned above with CPP / Govt. of India are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the portal. The intending tenderer must have class-III digital signature to submit the tender.

For proper uploading of the bids on 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 the Portal, as and when required, for which contact details are mentioned above. The EPI 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.

#### 9.2 Validity of Tender

The Tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of Price Bid of Tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the bidder withdraws his Tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

#### 9.3 Disputes in submission:

Bidders in their own interest are requested to upload/submit their bid well in time. In the event of failure in the bidder's connectivity with the above-mentioned CPP Portal during the last few hours, the bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

No Manual Bids/Offers shall be permitted. The offers submitted through the designated etendering system shall only be considered for evaluation & ordering. Bids submitted in physical form or sent in any other form such as through Fax / E-Mail / CD/DVD/Pen Drive etc. shall not be accepted.

#### 9.4 Corrigendum / Addendum:

Bidding Document along with NIT, all corrigendum, addendum, time extension, clarifications, pre-bid queries, etc. to the NIT / bid documents shall be uploaded in the website https://eprocure.gov.in/eprocure/app only. Bidders should regularly visit the above website to keep themselves updated and submit their Bids based on latest information. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail/post.

#### 9.5 Extension of Tender:

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 annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

#### 9.6 Date of opening if on holiday:

In case of any unscheduled holiday taking 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.

#### 9.7 Post-opening Procedure:

E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no 4,5,6 & Clause no. 11 under Single Stage Two Envelope Bidding Procedure on the CPPP Portal on or before the last date and time of online 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 or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

#### 9.8 Rates to be firm:

The rates quoted by the bidder shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc during the entire contract period or extended contract period.

#### 9.9 Tie Tender:

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 bidders.

#### 9.10 Authentication:

Bidder shall furnish an affidavit in the prescribed format of **Annexure-IV** towards the authenticity of submitted documents. The affidavit should be duly signed by the authorized signatory of Bidder holding Power of Attorney for signing of Bid.

Proprietorship/ Partnership firms shall submit the undertaking, duly signed by Proprietor or any two Partners.

#### 9.11 Rejection of Bid:

- a) Notwithstanding anything stated in the tender, EPI reserves the right to assess the capabilities and capacity of the Bidder to perform the contract using in-house information and past performance, in the overall interest of EPI. In case, Bidder capabilities and capacities are not found satisfactory, EPI reserves the right to reject the tender.
- b) The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.
- c) The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

#### 9.12 Disqualification:

The Bidders 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) They 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 Bidder attempts to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of Bidder(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 Bidder.

- d) In case, any document, information and/or certificate submitted by Bidder is found to be incorrect/false/fabricated or the Bidder has breached the terms and conditions of Integrity Pact, EPI at its discretion may disqualify /reject / terminate the Bidder, forfeit the EMD and the Bidder shall also be liable to be suspended/ debarred for a period which shall be not less than one year extending till maximum for a period of three years.
- e) In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such a bidder will be debarred from bidding in future.
- f) Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- g) In case of existing contractors of EPI, if progress is not satisfactory in any of the project their bid will be rejected.
- h) For any addition, deletion or alteration to the content of the tender document downloaded from the portal/website. bid will be rejected.

#### 9.13 Declaration on Blacklisting status:

The Bidder should not be currently declared ineligible / suspended / blacklisted / banned debarred by EPIL or by any Central / State Government Department/public undertaking or Enterprise of Central / State Government and such ban should not be in force at the time of submission of the Bid or extended deadline for submission of bid.

#### 9.14 Suspension of Business Dealings:

EPI shall be bound to suspend/ban any business dealing with any such bidder who defaults/ deviates from the terms of tender/contract without any reasonable cause, is responsible for loss of business/money/reputation to EPI, indulges in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the tendering process or influence the price. Suspension of business dealing involves putting a bidder on bench or banning a bidder for business with EPI for particular periods not less than one (1) year extending utmost till (3) years.

#### 9.15 Hiring of Skilled Workforce under Skill India Campaign.

Bidders must submit documentary evidences of having formally certified skilled workforce or commitment by the bidders/service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the service provider/vendor.

#### 9.16 Public Procurement (preference to Make in India) Policy

- **a.** For Promotion of Public Procurement (Preference to Make In India) order 2017 (Revised Order dated 16.09.2020) GOI Guideline for procurement, the equivalent Indian makes of materials conforming to requisite quality in addition to List of Makes/Brands may be considered subject to approval of Client/Engineer.
- **b.** All the bidders (Class–I local supplier, Class-II local Supplier, Non-Local Supplier) shall provide the percentage of local content in their bid as per as per the **Annexure X.**
- **c.** Definitions of the terms used in this regard shall be as follows:
- i. "Local content" means the amount of value added in India in the total value of the item procured) excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- ii. "Class-I local supplier" means supplier or services provider, whose goods, services or works offered for procurement, meets the minimum local content i.e. 50% of total value of the goods, services or works.
- iii. "Class-II local supplier" means supplier or services provider, whose goods, services or works offered for procurement, meets the minimum local content i.e. 20% of total value of the goods, services or works.
- iv. "Non- Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II Local Supplier" as mentioned above.
- **d.** Purchase preference will be given to Class-I local supplier as the case may be as detailed below:
- i. Among all qualified bids the lowest bid will be termed as L1. If L1 is Class-I Local Supplier the contract for full quantity will be awarded to L1.
- ii. If L1 is not Class-I Local Supplier, the lowest bidder among the Class-I Local supplier, will be invited to match the L1 price subject to Class-I Local supplier's quoted price falling within the margin of purchase preference (L1+20%) and the contract shall be awarded to such Class-I Local supplier subject to matching the L1 price.
- iii. In case such lowest eligible Class-I Local supplier fails to match the L1 price, the Class-I Local supplier with the next higher bid within the margin of purchase (L1+20%) preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I Local supplier within the margin of purchase preference (L1+20%) matches the L1 price, the contract may be awarded to the L1 bidder.
- iv. Class-II Local Supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- **e.** In case of false declarations by a bidder which is found in later stage, the bidder can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier / vendor who have been debarred by any procuring entity for violation of Public Procurement order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.

#### 10 Tendering Restrictions Due to Relatives in EPI Positions

The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the bidder from tendering for future works under EPI.

No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Contractor having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. In such cases contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Contractor's service.

#### 11 List of Documents to be submitted:

Bidders shall submit the following documents duly signed and stamped with proper indexing and pagination as the technical bid. Only online mode will be accepted for tender submission. Requisite original documents may be asked from bidders as and when required by EPI i.e. power of attorney (if required), affidavit, undertaking etc.

#### **MANDATORY DOCUMENTS**

SI. No.	Document Details	Proforma No.	NIT Clause No.	To be given in
1	Documentary evidence with regards to deposition of Tender Fees.		4	
2	Documentary evidence with regards to deposition of Earnest Money Deposit (EMD) as per NIT. In case, the bidder submits EMD in form of Bank Guarantee, DD, Bankers Cheque, etc. then physical submission of Original EMD is to be ensured within 5 (five) days from date of submission of bid.	Annexure XIV/XV	5	
3	Letter of Undertaking.	Annexure - I		Company Letterhead
4	Form of Tender.	Annexure - II		Company Letterhead
5	Memorandum.	Annexure - III		As mentioned in the Clause
6	Affidavit along with supporting Power of Attorney / Board Resolution / Company Registration Certificate / Memorandum and Articles of Association/ Partnership Deed.	Annexure - IV	8.1	Rs.100/- Stamp paper
7	Experience / Completion / performance certificates of completed similar works with work order / Letter of Award / Letter of Intent, Certified final bill/ proof of payment as per clause(s) of Technical Criteria.		6.1	Self-attested
8	Financial Details with documents as per clause(s) of Financial Criteria.	Annexure - VI	6.3	As mentioned in the Clause
9	Self-certified Copy of Bankers certificate OR Net Worth Certificate.	Annexure - VII	6.3.(c)	As mentioned in the Clause

#### OTHER DOCUMENTS REQUIRED WITH BID FOR QUALIFICATION

SI. No	Document Details	Proforma No.	NIT Clause No.	To be given in
10	Director's details.	Annexure - V	8.1	Company Letterhead
11	Undertaking for Procurement from Border Sharing Countries.	Annexure - VIII	8.2	Company Letterhead
12	Site Visit Declaration.	Annexure - IX	8.3	Company Letterhead
13	Declaration in respect of local content for Public Procurement (Preference to Make in	Annexure - X	9.16	As mentioned

_			I	1
	India) order 2017 (Revised Order dated			in the
	16.09.2020) GOI Guideline.			Clause
14	Valid PF and ESI Registration.			Self-
				attested
15	Copy of Permanent Account Number (PAN)			Self-
	and GST Registration Certificate.			attested
16	All pages of the Tender document along			Self-
	with Addendum / Corrigendum (if any) duly			attested
	signed by the authorized signatory.			
17	General Information.	Annexure -		Company
		ΧI		Letterhead
18	Declaration of Blacklisting Status	Annexure -	9.13	Company
	_	XII		Letterhead
19	Documentary evidences of having formally	Annexure -	9.15	Company
	certified skilled workforce or commitment by	XIII		Letterhead
	the bidders / service providers to the effect			
	that they would ensure that all their workers			
	would be skilled through Recognition of			
	Prior Learning (RPL) within two months			
	from the date of commencement of work			
	under the project.			
	<u> </u>			

#### 12 Contact for tender related queries:

All correspondence with regard to the above shall be to the following address (by post / in person).

#### General Manager (Contracts),

Engineering Projects (India) Ltd.

3D, EC Chambers, 92, GN Chetty Road

T. Nagar, Chennai – 600 017

Tel No. – 044 – 28156886, 28156421, 28157106

E-mail - sro.contracts@epi.gov.in

#### 13 Contact for site related queries:

For site related Queries / Visit, please contact on the following address:

#### Shri M.Mathi Mathavan, Dy. General Manager.

Engineering Projects (India)Ltd.

(A Govt of India Enterprise)

3-D, E.C. Chambers, 92, G.N. Chetty Road,

T.Nagar, Chennai - 600 017.

E-Mail – mathi.mm@epi.gov.in

Phone:-+91-9962993280

**GM (Contracts) Date: 23.12.2024** 

#### **LETTER OF UNDERTAKING**

## (TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD) (TO BE TYPED ON LETTER HEAD)

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024

#### **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 of the Tender Documents have been noted where in 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' 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 'Price-Bid', 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,

Authorized Signatory
Seal of Tenderer

Dated

#### FORM OF TENDER

#### (TO BE TYPED ON LETTER HEAD)

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

#### NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024

- 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 cum Performance Guarantee, Retention Money 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 fulfil 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 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

Date the	day of
SIGNATURE OF TENDERER	
NAME (CAPITAL LETTERS)	
OCCUPATION	
ADDRESS	

Intent/ Letter for Acceptance of Work and to forfeit the said earnest money as

7. We are also enclosing herewith the Letter of Undertaking on the prescribed proforma

specified above.

SEAL OF TENDERER

as referred to in condition of NIT.

#### **MEMORANDUM**

(ENCLOSURE TO FORM OF TENDER)

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024

SI.No.	Description	CI.No.	Values / Description to be applicable for Relevant clause(s)
i)	Name of work	NIT	Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V : Block no. 30, 32 and 41 Balance work"
ii)	Name of Owner / Client	NIT	TNSCB.
iii)	Type of Tender	NIT	Percentage Tender
iv)	Estimated Cost	NIT	Rs.3,94,13,527/- (Rupees Three Crores Nighty-Four Lakhs Thirteen Thousand Five Hundred and twenty-Seven only) (Excluding of GST)
v)	Earnest Money Deposit	NIT	Rs. 7,88,270/-
vi)	Time for completion of work	NIT	Total work to be completed within 03 Months from 10th day of issue of Letter of Acceptance (LOA).
vii)	Mobilization Advance	ACC 1.8.0	N.A
viii)	Interest Rate on Mobilization Advance	ACC 1.8.0	N.A
ix)	Number of Instalments for recovery of Mobilization Advance	ACC 1.8.0	N.A
x)	Validity of Tender	NIT	90 (Ninety) Days
xi)	Security Deposit cum Performance Guarantee	ACC 1.5.0	As per ACC
xii)	Retention Money	ACC 1.6.0	Retention Money shall be deducted at 5% from each bill subject to the maximum of 5% of final contract price.
xiii)	Time allowed for starting	ACC	10th day from issue of the Letter of
	the work	1.3.0	Acceptance (LOA) by the EPI.
xiv)	Defect Liability Period	ACC 1.4.0	The Contractor shall be responsible for the rectification of defects in the works for a period of 365 days from the date completion certificate is issued by Project-In-Charge
xv)	Arbitration	ACC	As per ACC

SI.No.	Description	CI.No.	Values / Description to be applicable for Relevant clause(s)
		1.30.0	
xvi)	Jurisdiction	ACC	As per ACC
		1.31.0	

SIGNATURE OF TENDERER	
NAME (CAPITAL LETTERS)	
OCCUPATION	
ADDRESS	
SEAL OF TENDERER	

(To be submitted by bidder on non-judicial stamp paper of ₹ 100/- (Rupees Hundred only) duly attested by Notary Public)

(To be submitted in Envelop-1 i.e. Technical bid)

	AFFIDAVIT									
Affida	rit of Mr So R/o									
I the c	deponent above named do hereby solemnly affirm and declare as under :									
1, 1110 0	repending above harried de hereby seleminy animirana decidre de ander .									
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									
	have no objection in providing the original copy of the document (s), in case EPI									
á	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 provision of bid/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 submitted EMD before EPI receives said verification.									
6.	That any credentials/documents and the Bank Guarantee (s)submitted against the									
0.	EMD issued by (name and address of the Bank) are genuine and if found at any									
	stage to be incorrect / false / fabricated; in such case EPI is free to reject our									
	bid/cancel pre-qualification and debar us from participating in any future tender for									
	three years.									
Ι,	, the Proprietor / Authorised signatory of M/s do hereby confirm that the									
conter	its 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 ----- day of ----- day of -----

ATTESTED BY (NOTARY PUBLIC)

**DEPONENT** 

#### **UNDERTAKING**

#### (To be submitted in company Letter Head)

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024 This is to confirm that the following persons are the present Directors of the company/firm: 1. 2. It is further confirmed that none of the above Directors is associated with any other company/firm which is quoting for the above referred tender of EPI. The details of constitution of M/s ......is submitted along with this annexure. In case, at any later stage the above information is found incorrect, EPI can cancel our BID/ Letter of Acceptance (LOA) /Contract Agreement and may take any suitable action deemed fit against our company. Authorized Signatory Date Name & Seal of the Company

#### **FINANCIAL DETAILS**

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024

#### **MANDATORY INFORMATION DOCUMENTS:**

		1 <sup>st</sup> FY	2 <sup>nd</sup> FY	3 <sup>rd</sup> (& last)
		21-22	22-23	FY
		₹ (In Lacs)	₹ (In Lacs)	23-24
				₹ (In Lacs)
		а	b	С
i)	Profit/Loss (AFTER TAX)			
ii)	Gross Annual Turnover of Previous 3 financial years ending as on last day of the preceding Financial Year.			
iii)	Average Annual Turnover for previous 3 financial years (₹in Lakh) = (a+b+c)/3			
iv)	Net Worth (paid up capital +reserves) as on last day of the preceding Financial Year. <b>Or</b> Bank Solvency Certificate amount as mentioned in the Bank Solvency			

#### **Note for the Bidders:**

- Summarized page of Audited Profit & Loss Account of previous five Financial Years duly certified by the chartered accountant with UDIN, is to be submitted as per clause 6.3
- 2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the chartered accountant with UDIN is to be submitted **as per clause 6.3.**

Signature of Chartered Accountant with Seal Seal and Signature of bidder

**Unique Document Identification Number (UDIN)** 

#### BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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NOTE															
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Name o	f Cha	rtered A	ccount	ant											
Member	ship I	No. of IC	AI												

Date and Seal

## Undertaking for Procurement from Border Sharing Countries [In Company's letterhead]

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

#### NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with EPI and will not sub-contract any work to a contractor from such countries unless such contractor is registered with EPI.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Authorized Signatory

Date

Name & Seal of the Company

#### **Site Visit Declaration**

(To be given in Company Letterhead)

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024

Dated

#### **Public Procurement (Preference to Make in India)**

[self certified in company letterhead]

#### **UNDERTAKING**

#### LOCAL CONTENT CERTIFICATE

tenements (G+7 Framed struct Scheme in Kancheepuram Dist	ishing & Electrification works for Construction of 1116 cures) development works at Perumbakkam, Phase - Il trict, Chennai under JNNURM - Reach - V : Block no. NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024
local content requirement as per Content policy against EPI Ni percentage of local content in the	ne bidder) undertake that we meet the mandatory minimum Public Procurement (Preference to Make in India) – Local IT No EPI/SRO/CON/ETS/269 dated 23.12.2024, The e bid is%and the items offered in the bid meets the II give details of the location(s) at which the local value
Date:	
	Authorized Signatory
	Name & Seal of the Company

#### **GENERAL INFORMATION**

#### (to be given in Company Letterhead)

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization:  a) An individual  b) A proprietary firm  c) A firm in partnership (Attach copy of Partnership)  d) A Limited Company (Attach copy of Article of Association)  e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with EPI (Attach copy of power of Attorney)	
9.	Bank Details: Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of Bidder with Seal

#### **Declaration for Non - Blacklisting Status**

(To Be Enclosed in Letter Head)

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

NIT No.: EPI/SRO/CON/ETS/269 dtd 23	3.12.2024
ineligible/suspended /blacklisted/banne	hereby certify that we are not declared ed/ debarred by EPIL or by any Central/state king or Enterprise of Central/state Government at the
	Yours faithfully,
	(Signature of the Tenderer)
Dated:	Seal of Tenderer

#### **DECLARATION FOR CERTIFIED SKILLED WORKFORCE**

Name of work: Tender for Finishing & Electrification works for Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM - Reach - V: Block no. 30, 32 and 41 Balance work"

NIT No.: EPI/SRO/CON/ETS/269 dtd 23.12.2024
We, certify that we shall submit documentary evidence of having formally certified skilled workforce within two months from the date of commencement of work under the project.
OR
We,undertake that all our workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project .
(Signature of the Tenderer)

#### **BANK GURANTEE 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 EARNEST MONEY DEPOSIT from
Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for
We,(hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding ₹ on demand by EPI.
We the above said Bank further agree and undertake to pay the said amount of ₹ 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
Unless a demand or claim under this guarantee is made on us in writing on or before, 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.
Datedthis day of202x.
For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of ₹ 100/- (Rupees One hundred only)

#### **INSURANCE SURETY BONDS 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 Insurance Surety Bond of ₹ in lieu of EARNEST MONEY DEPOSIT from (hereinafter called the Bidder, which expression shall include its heirs, successors and assignees) in respect of the Tender for
We, ( <u>name of Surety Insurer</u> ) having its registered/head office at(hereinafter referred to as the Surety Insurer) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding ₹ on demand by EPI.
We the above said Surety Insurer further agree and undertake to pay the said amount of ₹ without any demur on demand within 48 hours. Any demand made on the Surety Insurer by EPI shall be conclusive as regards the amount due and payable by the Surety Insurer under this Insurance Surety Bond.
We the above said Surety Insurer further agree that the guarantee herein contained shall be in full force and in effect until
We, the above said Surety Insurer, 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 Insurance Surety Bond during its currency except with the prior consent of EPI in writing.
Datedthis day of202X.

For and on behalf of the Surety Insurer

NOTE: on a Non-Judicial stamp paper of ₹ 100/- (Rupees One hundred only)