INSTRUCTIONS TO TENDERERS

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, Mumbai.

2. The tenderer is requested to sign each page of tender document and return the complete tender documents.

3. Tenders shall be submitted in sealed envelope marked with 'Title', 'Number' and 'Last Date of receipt of Tender' for the items as given in the ‘Notice Inviting Tender’ at the following address by Post or through messenger with in the last date of receipt of tender given in the Notice inviting Tender:

   The General Manager (CONTRACTS)
   ENGINEERING PROJECTS (INDIA) LTD.
   6A, Bakhtawar, Nariman Point
   MUMBAI – 400 021

4. The tenderer is required to submit their offer in 2 separate sealed and super scribed envelopes indicating the following:

   1st Envelope (Techno-Commercial Bid)

   In this envelope the tenderer should keep the EMD, the complete tender documents duly signed and stamped by them on each page as their acceptance, terms & conditions and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

   Payment terms may be quoted for installment payments and to be specifically submitted in 1st envelope.

   2nd Envelope (Price Bid)

   The Price Bid duly filled in with the most competitive price both in words and figures should be submitted in this envelope, with superscription “Price Bid”. No terms and conditions or deviations if any or any other thing should be kept in this envelope.

   First the Envelope-1 of the tenderer shall be opened. Tenderers who un-conditionally accept the tender conditions, deposit the required Earnest Money and whose Techno-Commercial Bid is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened.

   The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them and Technically acceptable shall only be opened. The tenders of all such parties, who are not found suitable shall not be considered and their earnest money deposit will be returned.

   The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para. – 3.

5. The bidders should quote in words as well as in figures. In absence of which the Bids and are likely to be rejected.

   All corrections/cuttings should be signed by the tenderer. Each page of the tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out the rate quoted shall be taken as correct and not the amount.

6. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.
7. Tenders shall be accompanied by Earnest Money Deposit for the amount indicated in the ‘Notice inviting Tender’ in the form of crossed Demand Draft drawn in favour of Engineering Projects (India) Ltd., Mumbai or Bank Guarantee from a Nationalized Bank/Scheduled Bank in the prescribed enclosed proforma valid for 60 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

This must be submitted in 1st envelope super scried as “Techno-Commercial”. The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

8. The EPI’s format for Bank Guarantee towards ‘Earnest Money Deposit’ is enclosed herewith.

9. EPI reserves the right to postpone the tender due date and issue required amendment, if any. However, tenderers may be called for discussions/clarifications after the tenders have been scrutinized.

10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.

11. Earnest Money of the successful tenderer shall be returned on receipt of unconditional acceptance of the order by the party.

12. **DELETED**

13. The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI.

14. Tenders with following discrepancies are liable for rejections;

   a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.

   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.

   c) Tender received after specified date/time whether due to postal or other delays.

   d) Tender in respect of which canvassing in any form is resorted to by the tenderer.

   e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

15. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.

16. EPI reserves the right to split the order.
17. The tender shall remain open for acceptance for a period of 60 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

18. These instructions to tenderers shall form part of the tender documents.

19. DELETED

20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

21. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.

22. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.

23. The order shall be governed by the Indian Laws for the time being in force.

24. Jurisdiction: All disputes shall be subject to Mumbai Courts alone.

25. DELETED.