TENDER DOCUMENT

TENDER No.: DLI/CON/611/001 dated 10.10.2011 (Package-1)

FOR

CONSTRUCTION OF BALANCE WORKS OF CIVIL, STRUCTURAL, ARCHITECTURAL & ELECTRICAL WORKS FOR 09 NOS. SUB-STATION BUILDINGS FOR BRAHMAPUTRA CRACKER AND POLYMER LTD. AT LEPETKATA, ASSAM.

FOR

BCPL

VOLUME – II

NOTICE INVITING TENDER & ADDITIONAL CONDITIONS OF CONTRACT & BIDDING DOCUMENTS / DRAWINGS ETC.
ENGINEERING PROJECTS ( INDIA ) LTD.
( A GOVT. OF INDIA ENTERPRISE )

Date:

TENDER No.: DLI/CON/611/001 dated 10.10.2011 (PACKAGE-1)

In response to letter no:-

Tender document (both Techno – Commercial Bid and Price Bid) are issued to

M/s: ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. .................................................................

Address: ................................................................................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. .................................................................

Last date of submission of tender _____ / _____ / ____ at 15.00 Hrs. IST.

For Engineering Projects (India) Ltd.

Signature of bidder
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TENDER No.: DLI/CON/611/001 Date: 10.10.2011 (Package-1)

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NOTICE INVITING TENDER

1.0. Brahmaputra Petrochemical Complex at Lepetkata, Assam is being constructed by Brahmaputra Cracker and Polymer Ltd. (BCPL) under the consultancy of Engineers India Ltd. (EIL). Engineering Projects (India) Ltd. had been awarded the job of Construction of Civil, Structural, Architectural & Electrical works for Plant Building-1 in this project. Certain balance works of Plant Building-1 have to be completed by EPI within a very short period of time.

Sealed tenders are being invited by Engineering Projects (India) Ltd. from the eligible and interested bidders who are well experienced in the field of construction of buildings and related infrastructural development works, for the following works:-

<table>
<thead>
<tr>
<th>Package No.</th>
<th>NAME OF WORK</th>
<th>ESTIMATED COST (Rs.)</th>
<th>TIME OF COMPLETION</th>
<th>EMD DEPOSIT (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Construction of balance works of Civil, Structural, Architectural &amp; Electrical works for 09 Nos. Sub-Station Buildings for Brahmaputra Cracker and Polymer Ltd. at Lepetkata, Assam.</td>
<td>₹ 21,39,04,192/-</td>
<td>06 Months</td>
<td>₹ 15.70 Lakhs</td>
</tr>
</tbody>
</table>
The brief scope of work included in this tender shall include (but not limited to) construction of Civil, Structural, Architectural & Electrical works for Plant Building-1 for Brahmaputra Cracker and Polymer Ltd. at Lepetkata, Assam.

The detailed scope of work is given in tender document.

Time schedule of Tender activities:

(i) Last Date & Time for sale of tender documents: 18.10.2011 during office hours (10.00 HRS to 17.00 HRS IST) except Public Holidays.

(ii) Last Date & Time of submission of Tenders: 19.10.2011 at 15.00 HRS IST.

(iii) Date & Time of opening tender (Techno-Commercial Bid): 19.10.2011 at 15.30 HRS. IST.

Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender. The joint ventures are not accepted.

a) Should have completed during last 7 (seven) years following “similar works” out of which at least one work should be with Central / State Govt. Organization / Autonomous Body / PSU (i.e. completed after 31.03.2004).
   i. Three works each of costing minimum 30% of the estimated cost of this work.
      OR
   ii. Two works each of costing minimum 40% of the estimated cost of this work.
      OR
   iii. One work costing minimum 70% of the estimated cost of this work.

b) Should have had Average Annual Financial Turnover of not less than 30% of the estimated cost of the work in the last three years ending 31.03.2011 duly certified by a Chartered Accountant.

c) Should not have incurred any loss in more than two years during the last five years ending 31.03.2011. Copies of balance sheet / certificate from Chartered Accountant to be submitted.
d) Should have a Solvency of 40% of the estimated cost issued by a Bank. The Solvency Certificate should not have been issued earlier than one year of last date of submission of the tender.

e) Should have valid Permanent Account Number of Income Tax.

f) Should have valid PF Registration No.

g) It is desired that the bidder should have valid VAT Registration number in the State of Assam. In case the bidder do not have valid VAT registration number, the same shall be obtained by the successful bidder within one month from the date of LOI or before release of 1st R/A bill which ever is earlier.

h) Should have latest Sales Tax Clearance Certificate.

i) Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he has record of poor performance such as abandoning work, not properly completing the work, delay in execution of work, poor quality of work, financial failure / weakness etc. Contractor not empanelled with EPI will have to get themselves empanelled with EPI by fulfilling the requirement of empanelment before placement of LOI. For empanelment with EPI, the details of the work classification & monitory categories are available on the website www.epi.gov.in under the heading “empanelment of contractors”.

2.0 Tender documents can be obtained from the office of Engineering Projects (India) Ltd., Core-3, Scope Complex, 7 Lodhi Road, New Delhi-110003 from 10.00 Hrs to 17.00 Hrs on all working days (Monday to Friday) except Public Holidays, on submission of request letter along with the tender fee of ₹ 10,000/- (Rupees Ten Thousand only) (non-refundable) by Crossed Demand Draft / Pay Order favouring ‘Engineering Projects (India) Ltd.’ payable at New Delhi and relevant experience certificates and other documents as mentioned above (Cl. 1.0(a) to 1.0(h)) duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public) fulfilling the qualifying criteria. Issuance of Tender Documents to any Tenderer shall, however, not construe that the Tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny the document submitted alongwith the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the Tenderer.

Tender drawings alongwith client documents shall be collected from the office of Engineering Projects (India) Ltd., Core-3, Scope Complex, 7 Lodhi Road, New Delhi-110003 from 10.00 Hrs to 17.00 Hrs on all working days (Monday to Friday) except Public Holidays up to last day and time of sale of tender document. Tender drawings shall form an integral part of Tender document.

3.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) as stated above. This can be 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 New Delhi or in the form of Bank Guarantee of any Nationalized Bank / Scheduled Bank, in enclosed format. The EMD shall be valid for minimum period of 150 days (One Hundred Fifty Days) from the last day of submission of Tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.
4.0 The Terms & Condition contained in the NIT and tender document should be applicable.

5.0 Tender documents shall be issued by and submitted to:

Group General Manager (Contracts)
Engineering Projects (India) Ltd.
Core-3, Scope Complex,
7 Lodhi Road,
New Delhi-110003
Tel. No. 011-24361666

6.0 In case of any unscheduled holiday takes place on the last day of issue of Tender/Submission of tender, the next working day will be treated as scheduled day and time for issue/submission of tender.

7.0 The tenderers are permitted to quote for both the packages. Each tender should be accompanied by a separate EMD.

8.0 In case of tie-tender, where two firms are biding 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.

9.0 EPI reserves the right to 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. The corrigendum, extension, cancellation of this NIT, if any, shall be given on EPI’s website: www.epi.gov.in only. The intending Tenderers are requested to visit EPI’s website regularly for this purpose.

Group General Manager (Contracts)
Engineering Projects (India) Ltd.

Dated: 10.10.2011
ADDITIONAL CONDITIONS OF CONTRACT

1.0 EPI shall act as main contractor and PARTY shall be Sub-contractor of EPI for execution of “Works” as spelt out in the ‘scope of works’ mentioned below:

2.0 Scope of works

The scope of Works of the Sub-Contractor shall include (but not limited to) balance works of “Civil, Structural, Architectural & Electrical works for 09 Nos. Sub-Station Buildings for Brahmaputra Cracker and Polymer Ltd. at Lepetkata, Assam. (hereinafter referred to as “Works”) as per Technical specifications, Designs, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents of the Client / Client’s consultant and its amendments / clarifications etc. received from Client from time to time.

3.0 Commencement and Completion of Projects :

The Contractual Completion Period shall be 06 months from the date of award of work.

4.0 PARTY shall read and understood and have copies of the Tender Documents and have visited the site and their offer is based on the Tender Documents and caters to all the works, requirements etc. thereof.

5.0 Taxes and Duties

All Taxes, Duties, VAT, Cess, Levies, Octroi, Entry Tax, Royalties, Works Contract Tax, Turn Over Tax, and other expenses etc. except Service Tax and Educational Cess thereon for the “Works” are included in the sub-contract price. The payment of total works Contract Tax, VAT, Turn over Tax, etc. applicable on the total balance Contract value of EPI with client shall be responsibility of the PARTY and is included in the Sub-Contract price of the PARTY. In case EPI pays any WCT/VAT/TOT etc. on this project, the same shall be recovered as reimbursement from the PARTY by deducting the same from their bills or other dues and in such cases no certificate in this regard shall be issued by EPI to the PARTY.

6.0 All men, materials, machinery, tools and plants, infra-structure, resources etc. as required for execution of “Works” shall be provided and arranged by PARTY for their portion of work. The amount/rate quoted in their offer by PARTY to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment all taxes, duties, levies, royalties, octroi, entry tax, VAT, WCT/TOT, service tax etc. all transportation charges, including for cartage of issue materials, electricity and water charges and for all expenses such as site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/Statutory contributions, preparation of all required design & detailed engineering and all requirement drawings etc. facilities and other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per “Tender documents’ and their own overheads and profit etc. PARTY shall comply with all the requirements laid down as per “Tender Documents” and shall un-conditionally abide by its offer quoted for execution of “Works” as per terms, conditions, specifications drawings documents etc. given in the “Tender Documents” for the completion handing over, maintenance period etc. for the project.
7.0 Insurance charges for insurance to be taken by EPI for the project at per contract with Client shall be born by PARTY. The PARTY shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employee and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof against work done. The party shall assist EPI in follow up with insurance company in case of any claim related to PARTY’s scope of work. EPI is not liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever.

8.0 The PARTY shall provide and maintain facilities as per Annexure –I enclosed herewith for exclusive use of EPI. These facilities and vehicles shall be the property of the PARTY at the end of the contract.

9.0 The initial validity period of offer of PARTY shall be 90 (Ninety) days from the date of opening of Price Bid.

10.0 Earnest Money Deposit submitted by PARTY along with their offer as security to un-conditionally abide by its offer quoted shall be kept valid for a period of 150 (One Hundred Fifty) days. The EMD is liable to be forfeited if the PARTY removes / withdraws its offer during its validity or extended validity period of offer. In case of revocation / withdrawal of offer by PARTY and during its validity or non-start of work within stipulated time and non submission of performance security / any other security etc. if required to be submitted by the PARTY to EPI after award of work, EPI shall have the option to forfeit the EMD and get the work executed at the risk & cost of the PARTY. The decision of EPI in this regard shall be final & binding on the PARTY.

11.0 PARTY shall submit to EPI, Bank Guarantees from a Scheduled Bank towards mobilization advance, performance, retention money, 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 PARTY’s 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.

12.0 Financing / bank charges for guarantees to be furnished to client by EPI, which have to be aid for the entire contract as a whole shall be shared between EPI and PARTY in proportion to their respective value of the contract. In case the PARTY does not require mobilization advance (if payable by the Client as per terms of contract) from EPI for its portion of work, the PARTY shall not have to share the bank guarantee charges for mobilization advance.

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

14.0 Payments as and when received by EPI from the Client for PARTY’s portion of work shall be released to PARTY within seven working days of its receipt by EPI including mobilization advance etc. if any, and after deducting any recoveries towards facilities as given in Annexure –I and other recoveries. Secured advance if provided as per terms of the contract of EPI with Client and if paid by the Client, shall also be paid to the PARTY within seven working days of its receipt from Client without any deduction towards EPI’s markup
Recovery/Adjustment of the Mobilization advance and Secured Advance shall be as per terms of EPI’s contract with the Client.

The final bill payment to the PARTY shall be released only after receipt of corresponding payment from Client and after PARTY submits Sales Tax clearance certificate, EPF clearance certificate all other clearance, approvals, certificates etc. as per agreement of EPI with the Client for the “Works” and as per statutory requirement.

The PARTY shall have no claim on EPI in case the payments are delayed by the Client due to any reason whatsoever.

15.0 Escalation, if any, payable under the main contract with Client for PARTY’s portion of work shall be released to PARTY by EPI proportionately as and when paid by the Client to EPI. Otherwise, the prices of PARTY shall be firm and fixed till, the completion, handing over, maintenance period etc. of the contract, Payment of all extra/substituted/variation items etc. related PARTY’s scope of work admitted and paid by Client, if any, shall also be made by EPI to PARTY proportionately. Any claim by PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.

16.0 The PARTY shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per Tender documents Agreement, Terms & Conditions, Specifications, Drawings etc. within contractual completion period an within their quoted rates/amount. In case Client reduces or increases scope of work related to PARTY’s portion of work the same shall be binding on PARTY and the PARTY has to execute the same at rates paid by the Client less EPI’s markup.

17.0 In case PARTY is awarded the “Works” and fails to execute the same as per agreed schedule of progress of work and as per specified quality and / or lags behind in activities required for timely completion of “Works” as determined by EPI/Client than EPI shall give 15 days’ written notice to PARTY to achieve the specified quality and/or to deploy adequate resources to the satisfaction of EPI, for timely completion of “Works”. Upon expiry of the notice period, if PARTY fails to achieve specified quality and / or fails to take action for timely completion of “Works” then EPI shall have option to withdraw the remaining work partly or in full from PARTY and get the same executed at the risk and cost of the PARTY from alternative agency/agencies besides encashment of the Bank Guarantees submitted by the PARTY to EPI. The decision of EPI in this regard shall be final and binding on the PARTY.

18.0 The PARTY shall post adequate competent engineers and supervisory staff at site for day-to-day execution and supervision of its works etc. during the entire duration of the contract including maintenance/defect liability period. The minimum number and level of engineers, supervisors and other personnel to be deployed by the PARTY should be as directed by EPI. In case the PARTY fails to deploy adequate number of personnel at site/office, EPI after giving seven days notice shall engage the required personnel solely at the risk and cost of the PARTY and debit the cost of the same to the account of PARTY. EPI shall exercise overall management monitoring and coordination of project. EPI shall not post any staff during maintenance/defect liability period for which the PARTY shall make suitable arrangement to the satisfaction of EPI/Client.
19.0 In case the project execution is delayed beyond the contractual scheduled completion period due to reason attributable to the PARTY, the staff and site office expenses of EPI for extended period shall be paid by the PARTY to EPI at the rate of ₹ 1.5 Lakhs per month. This shall be in addition to the facilities provided by the PARTY to EPI and the Liquidated Damages/Compensation for delay/Penalties etc. if any, levied by Client.

20.0 The PARTY shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed/deducted from EPI’s bills by Client shall be recovered from PARTY’s bill or other dues.

21.0 The PARTY have to confirm that it holds EPF Code number, CST-TIN, VAT-TIN/Sales tax on works contract number, services tax registration number, PAN depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and Service tax, other taxes duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The PARTY shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearances etc. for the project at their own cost. In case EPI has to take labour license and / or other licenses. All expenditure towards the same shall also be borne by the PARTY. The PARTY shall comply with all the requirements as per labour laws/act. All the records in this regard shall be maintained by PARTY as per statutory requirements and rules and shall be produced by the PARTY on demand if required.

22.0 The PARTY shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI. The PARTY shall be responsible for reconciliation of issue material with Client, if any. Any shortfall in issue materials shall be made good/recovered from PARTY as per terms of EPI's contract with the Client.

23.0 The PARTY will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client’s consultants, all other agencies including Government and statutory bodies etc. shall be done through EPI only. Party shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc as required by EPI / Client for proper execution and successful completion of the “Works”.

24.0 Issued related to interpretation and claims, if any related to PARTY’s scope of work arising out of contract between EPI and Client shall be referred with full justification by PARTY to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on PARTY. EPI at its option may associate the PARTY in the above process of settlement for PARTY’s portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and PARTY in proportion of PARTY’s offer and EPI’s mark up towards its overheads & profits. In case of award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and PARTY in proportion of PARTY’s contract price with EPI and EPI’s mark up towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case of award/settlement is against EPI the entire damage/counterclaims imposed, if any, shall be borne by PARTY alone and the
PARTY shall have no claim whatsoever against, EPI in such a settlement. Further EPI shall have no liability towards any claim of the PARTY, which are not paid by the Client.

25.0 If desired by EPI, PARTY shall be available/associated with EPI in meeting/negotiations with EPI/Client for its portion of work. PARTY shall furnish all information and clarifications as and when required by EPI/Client. The PARTY shall abide by any modifications/changes etc. in tender prices, terms & conditions for its portion of work, agreed by it during negotiations with Client/EPI. Each party shall bear its own expenses for these purposes.

26.0 Income tax shall be deducted as per income tax act as applicable.

27.0 The PARTY shall plan and execute the “Works” in his scope of work in such a manner that the other works, connected with the “Works” of the PARTY, but not included in PARTY’s scope of works, do not get affected/delayed.

28.0 The PARTY shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. The equipment should either be owned by the PARTY or hired/leased. The deployment of equipment by PARTY shall be decided by EPI and the same shall not be less than the minimum deployment stipulated by the Client, if any for execution of “Works" and as per schedule agreed with EPI. The PARTY shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the PARTY fails to deploy sufficient equipment to the satisfaction of EPI, or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment at debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of PARTY, including from its bank guarantees available with EPI.

29.0 PARTY shall ensure compliance with all Central, State and Local laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc, of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. The PARTY shall keep EPI indemnified at all time against infringement of any patent or intellectual property rights.

30.0 EPI is an ISO-9001 and ISO-1401 Company. The conditions of the ISO is applicable should be followed by the PARTY for implementation & maintaining the established procedures of EPI for this purpose following documents have been provided by EPI to PARTY & PARTY confirms receipt of the same:-

a. Quality & Environmental policy  
b. Objectives & Targets  
c. Operational control procedures – Noise  
d. Operational control procedures – wastage.

31.0 The work executed by PARTY shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commissions, Govt. of India. In the eventuality of any defect/substandard works
as brought out in the report or noticed otherwise at any time during execution, maintenance period etc. the same shall be made good by the PARTY without any cost to EPI. In case PARTY fails to rectify the defect/sub-standard work within the time period stipulated by EPI, EPI shall get it rectified at the risk and cost of PARTY and shall recover the amount from the dues of the PARTY.

32.0 The terms and conditions of this ACC shall remain valid till such time the contractual obligations and responsibilities of the ‘Parties’ are fulfilled. A separate work order shall be placed by EPI on PARTY. The contract documents of the contract signed between EPI and Client shall form part to the Work Order to be placed by EPI on PARTY.

33.0 In case, at a later stage even after award of contract, it is found that the PARTY has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of PARTY with regard to quality & timely completion of works, financial capabilities etc. EPI can terminate the contract solely at its option. In this eventuality the PARTY shall be liable for the losses suffered by EPI and further PARTY shall have no claim on EPI whatsoever.

34.0 The Party shall make efforts to settle disputes, if any, amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on the “Parties”. Arbitration will be according to “Conciliation & Arbitration” clause, which is enclosed at Annexure –II.

35.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and the PARTY on mutatis mutandis basis. The terms and conditions of this Additional Conditions of Contract shall supersede the terms and conditions contained in the Tender Documents of the Client in case of variance in any condition. However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions / exemptions shall not be applicable to the PARTY. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on PARTY.
**FACILITIES TO BE PROVIDED BY PARTY TO EPI**

Immediately on placement of LOI/Work Order (whichever is earlier) by EPI on the PARTY, the PARTY in its own cost shall provide furnished office, facilities etc. exclusively for the use of personnel of EPI as per details given below. The PARTY shall make his rates in their offer sufficiently comprehensive to cover the cost of the facilities as per details down below and the PARTY shall not be entitled for any extra payment for the same.

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) OFFICE ACCOMMODATION</td>
<td>Furnished Office / Office cum Residential accommodation at one or more locations as per direction of EPI with basic amenities like Toilets, Drinking water arrangement, lights, fans etc. for exclusive use of EPI’s Engineers &amp; Staff and maintenance of the same till Defect Liability Period. The Specification and Design of accommodation shall be as approved by EPI.</td>
</tr>
<tr>
<td>B) FURNITURE OF TOTAL VALUE</td>
<td>Rs. 1.50 Lakh</td>
</tr>
<tr>
<td>C) OFFICE EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>a) Fax machine</td>
<td>One No.</td>
</tr>
<tr>
<td>b) Computer (Pentium – IV, Office Edition) with minimum 40 GB HDD along with Ups &amp; Operation (In case Computer Operator is not provided by the PARTY recovery of Rs. 8000/- per month/per computer shall be made from the PARTY’s bill in this regard) and Latest version of Software like MS Project, Windows, MS Office etc.</td>
<td>One No.</td>
</tr>
<tr>
<td>c) Laser or any other Printer of eqiv. Amount of A3 size</td>
<td>One No.</td>
</tr>
<tr>
<td>d) Internet Facilities (If available in location of site)</td>
<td>One No.</td>
</tr>
<tr>
<td>e) Refrigerator (165 ltr.) or any other gadget of equivalent cost as decided by EPI.</td>
<td>One No.</td>
</tr>
<tr>
<td>f) Air Conditioner with cooling &amp; heating (1.5 Ton Capacity)</td>
<td>One No.</td>
</tr>
<tr>
<td>g) Photocopy Machine (CANON NP 3050 or equivalent model) or any other gadget of equivalent cost as decided by EPI</td>
<td>One No.</td>
</tr>
<tr>
<td>D) CONSUMABLES</td>
<td>Rs. 5000/- per month</td>
</tr>
<tr>
<td>a) All consumables like Stationary ink etc. shall be provided by PARTY till end of defect liability period. (Stationary items are inclusive of visiting cards, Rubber stamps, letter pads, photocopies, photocopy papers &amp; other items of daily office use) Amount shall be restricted to</td>
<td></td>
</tr>
<tr>
<td>b) Running &amp; Maintenance of the Equipment mentioned above are to be done by the PARTY at his own cost</td>
<td>As per Actual</td>
</tr>
<tr>
<td>E) TELEPHONE WITH STD FACILITY AND INSTRUMENT</td>
<td></td>
</tr>
<tr>
<td>a) Office Telephone (Fixed Line)</td>
<td>01 No.</td>
</tr>
<tr>
<td>b) Mobile Phone</td>
<td>01 No.</td>
</tr>
<tr>
<td>Monthly operational expenditure on account of all telephones shall be restricted to</td>
<td>Rs. 4000/- per month</td>
</tr>
<tr>
<td>The cost of each Mobile Phone Instruments shall be restricted to</td>
<td>Rs. 6,000/-</td>
</tr>
<tr>
<td>Monthly running shall be restricted to</td>
<td>5000 Kms. (each Vehicle)</td>
</tr>
<tr>
<td>G) OFFICE BOY CUM COOK on full time basis for EPI</td>
<td>One No.</td>
</tr>
</tbody>
</table>
The vehicles shall be brand new and shall be provided with driver on full time basis upto the end of Defect Liability Period. The cost of consumables like diesel/petrol/oil lubricants and spare parts etc. shall be borne by the PARTY. The vehicles shall be maintained in good working condition. In case of breakdown, replacement of vehicles shall be provided by PARTY immediately. The cost of registration, transportation etc. shall be borne by the PARTY. In case a vehicle is not required by EPI a recovery of Rs. 30,000/- per month per vehicle shall be made from the PARTY for this purpose till the end of defect liability period. In case Driver, POL, maintenance of any vehicle is not required by EPI for any vehicle, a recovery of Rs. 20,000/- per month per vehicle shall be made from the PARTY for this purpose till the end of defect liability period.

The above gadgets and facilities should be brand new and of reputed make and all facilities shall be provided and maintained properly (including payment of water & electricity bills etc.) by the PARTY at Project site or at any other office related with execution of this project till completion of work, handing over, defect liability period in all respect at his own cost. The PARTY shall also make stand by arrangement for water & electricity to ensure un-interrupted supply. The equipment/items shall be the property of PARTY at the end of contract. The PARTY shall be responsible for watch and ward of site office and other facilities etc. In case of theft/damage of any equipment/items, the PARTY shall immediately replace the same within a maximum period of two days.

The PARTY shall provide ‘Sign Board(s) as per design approved by EPI and/or Client.

In case the above facilities are not provided by the PARTY within 10 (ten) days of award of work or replacement is not provided within the specified period. EPI shall arrange the same at the risk and cost of the PARTY and make the recoveries from the bills of the PARTY for the same. The decision of EPI shall be final and binding on the PARTY in this regard.
CONCILIATION AND ARBITRATION

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part-III of the Arbitration and Conciliation Act, 1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration.

1. Except where otherwise provided for in the contract any disputes and difference relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quantity of workmanship of materials used in the work or as to any other question, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions of these conditions or otherwise concerning the works or the executions or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI and if CMD or such person discharging the functions of CMD of EPI is unable to act to the Sole Arbitration of some other person's appointed by the CMD of EPI or such other person discharging the functions of CMD of EPI. There will be no objection if the arbitration so appointed is an employee of Engineering Projects (India) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitration shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

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

3. It is a term of the contract that the party invoking the arbitration shall specify the disputed/differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each disputes.

4. The arbitrator may proceed with the arbitration ex-perte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceeding.

5. The work under the contract shall continue, if required during the arbitration proceedings.

6. The Arbitrator shall make speaking Award and give reasons for his decision in respect of each dispute/claim alongwith the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.
7. The award of the arbitrator shall be final conclusive and binding on both the parties.

8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made thereunder and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

Notice: Notwithstanding anything contained here in above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:-

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES / GOVERNMENT DEPARTMENTS:

1. In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the Instructions (Office Memorandums/circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt. And another One Govt. Deptt. and a Public Sector Enterprise and Public enterprises interse.

2. Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in arbitration shall be as is contained in D.O. No. DPE/4(10)/2001-PMA-GLI dt. 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.
TENDER No.: DLI/CON/611/001 dated 10.10.2011 (PACKAGE-1)

LIST OF TENDER DRAWINGS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Title of Drawing</th>
<th>Drawing No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sattelite Rack Room -1 (GCU,GSU,C2 Recovery) Plan and Section</td>
<td>6709-10-16-481-126</td>
</tr>
<tr>
<td>2</td>
<td>Sub-Station Building No. 1 (GF)</td>
<td>058/SS-1</td>
</tr>
<tr>
<td>3</td>
<td>Sub-Station Building No. 1 (FF)</td>
<td>0159/SS-1</td>
</tr>
</tbody>
</table>
Engineers India Limited
BCPL Project, Lepetakata, Dibrugarh

Circular

Ref no. EIS/6907/Cir-85/ S-1488 Date: 20-05-2010

Sub: Approval of vendors/manufacturers for cement and steel

As per contract, all materials should be of standard quality and shall be procured from renowned sources/manufacturers approved by the Engineer in charge. Further, the 'Make' of various materials should either be as specified in the contracts or should be as per EIU/Owner's approved vendor list. The material shall conform to the technical requirements specified in the respective contracts.

In view of the said provisions of the contract and considering various aspects, experience from previous and ongoing projects/jobs etc., various vendors/manufacturers for cement and steel has been approved for use in BCPL Project from time to time.

Updated list of vendors/manufacturers for cement and steel as on 20-05-2010 is as under:

1. Cement

   ACC, L&T, ADITYA, SHRI CEMENT, JK CEMENT (LAKSHMI CEMENT), GUJRAT AMBUJA, ULTRATECH, STAR, LAFAZ, BIRLA, TOPCEM, PANCHARATNA, PURBANCHAL, HMCL SHAKTI 53, CCI, ZUARI and JAYPEE CEMENT

2. Reinforcement Steel

   a) Primary Manufacturers:

      SAIL, TISCO, IISCO, RINL, JINDAL and ESSAR STEEL

   b) Secondary Manufacturers:

      • M/S SHYAM STEEL INDUSTRIES, Kolkata
      • M/S SRMB UDYOY LTD., Kolkata
      • M/S USHA MARTIN, Ranchi, Jamshedpur
      • M/S SHYAM SEL, Kolkata

3. Structural Steel

   SAIL, RINL, TISCO, IISCO, JINDAL and ESSAR STEEL

Contd...2
Terms and conditions for steel:

i. TMT bars and Structural steel procured directly from the above manufacturers and unloaded directly to the work sites of contractor at BCPL project site shall be accepted based on documentary evidence to this effect and should accompany material test certificate (MTC) issued by them with every consignment.

ii. In case of small quantities i.e. less than 10 MT if required, the same may be supplied directly only through authorized traders/dealers/agents/stockiest of approved vendors as per para 2 and 3 above. Small quantity less than 10 MT is expected as a onetime requirement and hence repetitions of the same shall not be considered. The materials shall be allowed to put in use only after check test from EIL/BCPL approved Test Laboratories and acceptance thereof.

iii. In case of unavoidable reason, more than 10 MT is procured from authorized traders/dealers/agents/stockiest of approved vendors from their ready stock, the materials shall be allowed to put in use only after check test from EIL/BCPL approved Test Laboratories and acceptance thereof.

iv. In case of non-availability of steel from primary manufacturers, the TMT reinforcement bars procured from secondary manufacturers as per approved vendor list as mentioned in Para 2(b) shall be allowed based on following:

   a. The secondary manufacturers must have a valid license to produce TMT bars conforming to IS:1785-2008. In addition to BIS license, the secondary manufacturers must have a valid license from any of firms Tempcore, Thermax, Evcon Turbo & Turbo Quench to produce TMT bars.

   b. The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Thermax, Evcon Turbo & Turbo Quench to produce TMT bars as the case may be.

   c. Raw materials/ingots to be used for re bar shall only from primary manufacturers conforming to BIS 2830 and duly certified by any of Third Party Inspection agencies viz. BVIS, LRS, TUV and DNV. Vendor to produce documentary evidence to establish correlation for the same.

   d. For each lot of materials received at site, Samples shall also be taken and tested in approved labs as per relevant BIS codes and procedure laid down in relevant EIL specifications. In case, the test results indicate that the steel arranged by the contractor do not conform to the specifications as defined above, the same shall be rejected and removed from site.

(A K Tandon)
Resident Construction Manager.

Copy to:
1. Mr. J.K. Singh Teotia, MD, BCPL
2. Mr. S Mohanty, COO, BCPL
3. All Area Co-ordinators/Field Engineers, EIL, BCPL site
4. All agencies at BCPL Project
5. OC/MF