INSTRUCTIONS TO TENDERERS (Suppliers)

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 with in the last date of receipt of tender given in the Notice inviting Tender:

   The General Manager. (Contracts)
   Engineering Projects (India) Limited
   6A, 6th Floor, Bakhtawar
   Nariman Point
   Mumbai - 400021

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)

   The tenderers are requested to furnish the documents as required in clause no. 25 in respect of the credentials of the tenderer in this envelope.

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

   2nd Envelope (Price Bid)

   The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderer’s 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.

   The sealed price bid of such tenderer’s who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification 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 the item rates quoted by them. In absence of which the Bids may not be considered and are likely to be
rejected. The amount of each item should be worked out and requisite totals given.

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, tenderer’s 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 favors of Engineering Projects (India) Ltd., Mumbai or Bank Guarantee from a Nationalized Bank/Scheduled Bank in the prescribed enclosed Performa valid for 120 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 supercribed 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’ and “Security Deposit cum Performance Guarantee” is enclosed herewith.

9. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected 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 converted in to a part of the security deposit/returned on receipt of Security Deposit and unconditional acceptance of the order.

12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board. Resolution executed as under shall accompany the tender documents.

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 favors of signatory.

b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favors 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.

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 90 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 tenderer’s shall form part of the tender documents.

19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.
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. Tenderer shall submit the following documents in respect of their credentials along with their tender in the ‘first envelope’.

   a) List of orders of similar items executed during the last 3 years indicating name of the client, value, date of order and delivery.

   b) List of order under execution indicating name of the client, value, date of order and delivery.

   c) Audited balance sheet and profit and loss account for the last 3 years.

   d) Registration Certificate/Memorandum of Association/Partnership Deed.

   e) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

   f) Sales Tax Clearance Certificate.

Seal and Signature of the tenderer
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, Core-3, SCPE Complex, Lodhi Road, New Delhi P110003 (A Government of India accept bank Guarantee of Rs ............... in lieu of EARNEST MONEY DEPOSIT from .................................................................................................................. (hereinafter called the Sub-contractor, which expression shall include its heirs, successors and assignees) in respect of the tender for ..............................................................................................................................................................

We, ............................................................................ bank having its registered/head office at ........................................................................................................... (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs.............................. on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs.............................. 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 ........................................................................................................... date

Unless a demand or claim under this guarantee is made on us in writing on or before .................................................................................. date ......................... , 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 effecting in any manner our obligation to verify, modify or delete any or the conditions.

We the above said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of EPI in writing.

Date ..................................

NOTE: on a Non-Judicial stamp paper of Rs. 50/-