INSTRUCTIONS TO TENDERERS  
(For Tenders for Pre-Tender tie-Up) 

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, New Delhi as per details given below. 

   The tender is for **Construction of Residential Complex including allied facilities work for proposed 3 MTPA Steel Plant at Nagarnar (near Jagdalpur) Chhatisgarh for NMDC** as described in the Enquiry Letter. 

2. The tenderer is required to sign each page of ‘Tender Documents’ and return the complete ‘Tender Documents’ duly signed and stamped on each page. 

3. Tenders shall be submitted on or before **4 PM on 21.12.2011** in sealed envelope marked “Tender for **Construction of Residential Complex including allied facilities work for proposed 3 MTPA Steel Plant at Nagarnar (near Jagdalpur) Chhatisgarh for NMDC** at the following address by Registered Post or through messenger:

   **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 required for pre-qualification if any in this envelope.

   In this envelope the tenderer should also keep the Initial EMD, 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 rates both in words and figures in the same form as issued to tenderers 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 two envelopes should be enclosed again in a sealed cover supercribed as mentioned in Para.

The sealed price-bid of such tenderers who are found suitable & acceptable on scrutiny of documents furnished by them in first envelope 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 decision of EPI in this regard shall be final & binding on the party.

5. **FOR ITEM RATE TENDERS**

The tenderers should quote their item rates in words as well as in figures in the prescribed form of ‘Price Bid’ only. 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 and page 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.

Price shall be entered against each item in Bill of Quantities where quantities or LS (lump-summ) has been mentioned. The cost of item against which the contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by contractor. No rate is to be quoted against items for which no quantity is given. However, the contractor has to quote rate against “LS” items.

6. **FOR PERCENTAGE RATE TENDERS – DELETED.**

For Percentage Rate Tenders,’ tenderer shall fill up the percentage rate below/ above (in figures as well as in words) to total estimated cost given in the prescribed form of ‘Price Bid’ only. The tenderer should quote a unique single percentage plus/ minus over the total estimated amount given in form of ‘Price Bid’. In case more than one schedule is given, stipulating quoting of separate percentages (plus or minus) over the estimated amount of each schedule, the tenderer can quote separate percentages for each such schedule. Under no circumstances, tenderer is allowed to quote separate percentages for individual items, trades or group of items. In case tenderer quotes separate percentages for individual items, trades or group of items instead of to the total amount of schedule(s), the tender
shall be rejected and Initial EMD of the tenderer shall be forfeited in totality.

In case of Percentage Rate Tenders, the tenderer shall also work out the total amount of his offer after adding percentage plus or minus over the total schedule amount and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the tenderer in Percentage Rate Tender shall be accurately filled in figures and words. 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 percentage rate in figures and words, the percentage rate quoted in words shall be treated as correct. In case there is discrepancy between percentage rate and amount worked out the percentage rate quoted shall be taken as correct and not the amount. For any other discrepancy, the decision of Tender Scrutiny Committee of EPI shall be final & binding on the tenderer including rejection of Tender and forfeiture of Initial EMD.

7. EPI reserves the right to postpone the tender submission 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.

A ‘Pre-Tender Tie-Up Agreement’ giving various terms and conditions of EPI against this tender has been furnished to the tenderers. EPI at its option may enter into ‘Pre-Tender Tie-Up Agreement’ with the selected tenderer on the terms & conditions contained in the ‘Pre-Tender Tie-Up Agreement’.

8. The tenderers are required to deposit Earnest Money Deposit (EMD) of an amount of ₹ 50 lacs in two parts as follows:
   a) The first part of the EMD for an amount of ₹ 1,00,000/- (Rupees One lac only) shall be deposited by all the tenderers as Initial EMD alongwith their offer.
   b) The second part towards balance EMD shall be deposited by the successful tenderer only before signing of “Pre-Tender Tie-up Agreement” between EPI and the successful tenderer.
   c) The EMD shall be in the form of crossed Demand Draft drawn in favour of EPI Ltd., New Delhi or a Bank Guarantee from a Nationalized Bank/Scheduled Bank in the prescribed enclosed Performa initially valid for 10 months from the due date of tender or validity period stipulated by clients in their tender, whichever is later. Tenders not accompanied with Initial EMD are liable to be rejected. In case client’s tender condition stipulates submission of EMD in the shape of Demand draft, the successful bidder has to submit EMD in the shape of Demand draft only. (Bank Guarantee is allowed only in case the same is allowed in the tender documents of client)
d) The bidders who have worked/ are working with EPI and who have outstanding certified payments of work done due from EPI may request for taking/withholding the amount of initial EMD from their due payments of work done. EPI will verify the due payments from its records and accept the request of the bidder in this regard only if due payment is available with EPI on the date of submission of the tender. In case no due payment is available in the records of EPI, the offer of the bidder will be liable for rejection without any further recourse and EPI’s decision shall be final and binding on the bidder. Such bidders have to enclose a request letter along with their bids in envelope-1 mentioning the name & work order number of the project where payment is due and the details of due payments and authorizing EPI to withhold initial EMD amount from their due payment. However, such bidders have to submit full amount of EMD i.e. total amount of first part and the second part of EMD as contained in sl. 8(a) and (b) above in case they are successful and EPI enters into a pre-tender tie-up agreement with them.*

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

9. a) Initial EMD deposited shall be returned to the unsuccessful tenderer after decision has been taken by EPI on the tenders received.

   b) The successful tenderer with whom, EPI enters into ‘Pre-Tender Tie-up Agreement’ shall be required to deposit the second part of the EMD as stated in clause no. 8 (b).

10. In the event of EPI being awarded the project by the Client, the EMD of the selected tenderer with whom EPI has entered into ‘Pre-Tender Tie-Up Agreement’ shall be converted as part of the security deposit or returned on their furnishing Security Deposit, performance guarantee etc. as per terms of contract and on unconditional acceptance of the order issued to the selected tenderer by EPI. In case EPI is unsuccessful in the tender to the Client, EMD of such tenderer shall be returned only after EPI receives back its EMD from Client.

11. 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 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.
12. The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI.

13. 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 or submitted without/inadequate EMD.
   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.

14. No deviation shall be allowed from the terms and conditions stipulated in the ‘Tender Documents’ and tender containing deviations are liable to be rejected. If any Deviation is inescapable, the same 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’. EPI does not bind itself to accept any or all deviations. EPI reserves its right to reject such tenders without any further correspondence with the tenderer and their price bid shall not be opened.

15. EPI reserves the right to split the work. Even after opening of tenders EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.

16. 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.

17. These ‘Instructions to Tenderers’ shall form part of the ‘Tender documents’.

18. In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees as specified in ‘Tender Documents’ within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.

19. 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 of the work to be done and of conditions at which stores, tools, plant etc. will be issued to him by EPI, if any, local conditions and political situations and other factors having bearing on the execution of the works. No claim of contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

20. The tenderer must carefully inspect and examine the site and its surrounding and completely satisfy himself before submitting tender as to the nature of the ground, form and the nature of the site, overground or underground utilities or services which may hinder the progress, means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information to risks, contingencies and other circumstances which may influence or effect the tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and also of the conditions and specifications.

21. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.

22. EPI reserves the right to reject any or all tenders or annul this process at any stage without assigning any reasons thereof and EPI does not bind itself to accept the lowest tender. The tenderer shall have no claim on EPI on this account whatsoever.

23. In case the tender cannot be submitted by any tenderer 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.

24. The sub-contract shall be governed by the Indian Laws for the time being in force.

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

26. Tenderer shall submit the following documents along with their tenders in the first envelope (Techno-Commercial Bid)

   a) List of works executed during the last 5 years indicating name of the client, value, date of start and completion.

   b) List of works under execution indicating name of the client, value, date of start and completion.

   c) Details of similar works executed.

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

   e) Copy of latest income-tax returns filed.

   f) Details of manpower available.
g) Details of equipments, tools and plant available.

h) Credentials and completion certificates.

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

j) Copy of Provident Fund Number allotted by PF authorities.

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

l) Solvency certificate from Bank.

m) Any other document as stipulated above and in “Tender Documents’