Notice Inviting Tender

NIT No. SRO/MKT/TH/92                                  Date: 27.01.2012

Engineering Projects (India) Ltd. invites sealed tender for **Construction of Accoustic Tank** for M/s. Bharat Dynamics Ltd, at Gajuwaka, Visakhapatnam.

EPI’s Empanelled Contractors in Work Classification CW (a) and Monetary Category registered under C (from ₹2 Crore to ₹5 Crores) & above are eligible to participate in this tender. Non empanelled Contractors are also eligible to participate in case they are fulfilling the criteria of registration for above mentioned work classification & monetary categories, the details of which are available on the website www.epi.gov.in under heading “Empanelment of Contractors”.

Such non Empanelled Contractors have to get themselves empanelled with EPI by fulfilling the requirement of empanelment before placement of LOI/Work order.

The interested tenderers can collect the complete set of tender documents from The Addl. General Manager, Engineering Projects (India) Ltd., 302, Classic Avenue, D.No.6-3-790/7, Ameerpet, Hyderabad – 500 016 from 9:00 am to 4:00 pm on all working days upto one day prior to last date/extended date of submission of the tender.

**The last date of submission of tender is 06-02-2012 up to 4:00 PM.**

**Date & Time of Opening of Tender Techno Commercial Bid is 06-02-2012 at 5.00PM**

(Parties are also requested to attend the opening of tender at the above mentioned address and opening of price bid shall be informed to parties after opening of the tender formalities are over)

EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process without assigning any reason whatsoever. The information of extension/cancellation, if any, shall be given on the EPI’s website www.epi.gov.in. The intending Tenderers are requested to visit the EPI's website regularly for this purpose.
INSTRUCTIONS TO TENDERERS

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

The tender is for Construction of Accoustic Tank for M/s. Bharat Dynamics Ltd, at Gajuwaka, Visakhapatnam.

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 in sealed envelope marked “Construction of Accoustic Tank for M/s. Bharat Dynamics Ltd, at Gajuwaka, Visakhapatnam” at the following address by Registered Post or through messenger:

   The Addl.General Manager
   Engineering Projects (India) Ltd.,
   Flat No.302, Classic Avenue
   D.No. 6-3-790/7, Ameerpet,
   Hyderabad – 500 016

   Last date & time of submission of tender : 06-02-2012 upto 4 P.M
   Date & Time of opening of Tender Techno Commercial Bid : 06-02-2012 at 5 P.M.
   (Parties are requested to attend opening of tender at address given above and opening of price bid shall be informed to parties after opening of the tender formalities are over)

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 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 super scribed as mentioned in Para. – 3.

   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. The party should quote the rate in the enclosed format in % (Percentage) at Par, above or below only on estimated rate as mentioned in the BOQ.

6. EPI reserves the right to postpone the tender submission date and issue required amendment, if any. The tender shall be opened in the presence of bidders who chose to present themselves at the notified time and place. Selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.

7. The tenderers are required to deposit Earnest Money Deposit (EMD) of an amount of ₹8,30,000/-.
   a) 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 90 days from the due date of tender. Tenders not accompanied with EMD are liable to be rejected. The Bank Guarantee will be sent for confirmation to the Regional office / Corporate Office of the Bank.
   b) 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 – mentioning the name and 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 payments.

   EMD must be submitted in 1st envelope superscribed as “Techni-Commercial”. Tenderer must not keep Earnest Money with price Bid in the 2nd Envelope.

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

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.
18. 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.

While deriving the rates of BOQ, the following rates are considered for the material shown below:

a) Reinforcement Steel : Rs. 34,564/ MT
b) Cement : Rs. 158/- per bag of 50 kg.
c) Sand : Rs. 471/- per Cum
d) Coarse Aggregate i.e average of 20mm & 10mm : Rs. 455/- Per MT

However actual increase in prices of above material along with Statutory taxes will be reimbursed to the contractor at the time of execution for which contractor has to submit the copy of invoices in each RA bill.

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

20. 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.

21. 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.

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

23. Jurisdiction: All disputes shall be subject to Hyderabad Courts alone.

24. 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) Sales Tax Registration and Clearance Certificate.

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

Seal and signature of the tenderer
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

To

The Addl.Genera}l Manager
Engineering Projects (India) Ltd.,
Fl}at No.302, Classic Avenue
D.No. 6-3-790/7, Ameerpet,
Hyderabad – 500 016

NIT No. : SRO/MKT/TH/92 dt. 27.01.2012

Sir,

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 1.2 and 1.3 of (GCC) the Tender Documents (Instructions to Tenderer(s) have been noted wherein 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’ enclosed in “Envelope-2” 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 “Envelope-2”, 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,

(Signature of the Tenderer)

Seal of Tenderer

Date:
FORM OF TENDER

To

The Addl. General Manager
Engineering Projects (India) Ltd.,
Flat No.302, Classic Avenue
D.No. 6-3-790/7, Ameerpet,
Hyderabad – 500 016

REF. : Tender for Construction of Acoustic Tank for M/s. Bharat Dynamics Ltd,
Gajuwaka, Visakhapatnam.

NIT No. : SRO/MKT/TH/92 dt. 27.01.2012

1. I/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 me/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 works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/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 works 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 me/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 I/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. I/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, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained 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. I/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 commence the work within 10 days of the date of issue of Letter of Intent and / or 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 Intent and to forfeit the said earnest money as specified above.
7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the __________________________ day of _______________________________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : ____________________________________________

OCCUPATION ____________________________________________

ADDRESS ____________________________________________

____________________________________

SEAL OF TENDERER
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

REF. : Tender for Construction of Accoustic Tank for M/s. Bharat Dynamics Ltd, Gajuwaka, Visakhapatnam

NIT No. : SRO/MKT/TH/92 dt. 27.01.2012

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Bharat Dynamics Limited</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Works Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>• 8.3 Lakhs (Rupees Eight Lakhs Thirty lac Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>• 415 Lakhs (Rupees Four Crores Fifteen Lakhs Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of Work</td>
<td>NIT</td>
<td>Total work to be completed in 8 (Eight) months in accordance with the time schedule of completion of work in the Tender Documents.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>NIL</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>-</td>
<td>NIL</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>-</td>
<td>NA</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>-</td>
<td>Civil Works</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>-</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>-</td>
<td>2.5% (Two point Five Percent only) of Contract value within 10 days from the date of issue of letter / fax / telegram of Intent of acceptance of Tender in the form of Bank Guarantee. The BG shall be kept valid upto a period of 6 (Six) months beyond the end of Defect Liability period. Otherwise EMD will be forfeited &amp; LOI will stand cancelled.</td>
</tr>
</tbody>
</table>
xiii) Retention Money 10.0
xiv) Time allowed for starting the work 43.0 The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Intent of acceptance of Tender.

xv) Defect Liability Period 74.0 12 (Twelve) Months from the date of taking over of works.

xvi) Arbitration 76 Arbitration shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, Hyderabad

xvii) Jurisdiction 76.3 Courts in Hyderabad

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): _________________________________________

OCCUPATION: ____________________________________________________

ADDRESS: _______________________________________________________

_________________________________________

SEAL OF TENDERER
SPECIAL CONDITIONS OF CONTRACT

1. The tender shall include (but not limited to) Construction of Acoustic Tank for M/s. Bharat Dynamics Ltd, Gajuwaka, Visakhapatnam

2. The estimated cost of the work is approx. ₹ 415 Lakhs (Rupees Four Crores Fifteen Lakhs only).

3. Last date & Time of submission of Tender in sealed envelope: **06-02-2012 at 4:00 PM** at the following address.

   The Addl. General Manager
   Engineering Projects (India) Ltd.,
   Flat No.302, Classic Avenue
   D.No. 6-3-790/7, Ameerpet,
   Hyderabad – 500 016

Date & Time of Opening of Techno Commercial bid: **06-02-2012 at 5:00 PM**

(Parties are also requested to attend the opening of tender at the above mentioned address and opening of price bid shall be informed to parties after opening of the tender formalities are over).

4. The initial validity of offer of party shall be 3 (Three) months. The validity period of their offer shall be extended by the party as and when desired by EPI.

4. Scope of Work: The work involved mainly Construction of Acoustic Tank for M/s. Bharat Dynamics Ltd, Gajuwaka, Visakhapatnam (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.

6. Commencement and Completion of Project: The date of start of contract shall be reckoned from the date of issue of letter / telegram / FAX of Intent of acceptance of Tender and the total work has to be completed in 8 (EIGHT) months in accordance with the time schedule of completion of work in the Tender Documents.

7. Tender Documents: Following documents shall form the part of contract Documents
   a) Notice inviting the Tender
   b) Instructions to Tenderers.
   c) Letter of Undertaking
   d) Form of Tender
   e) Memorandum
   f) Special conditions of Contract
   g) Tender Documents of Client inclusive of NIT, Technical specifications, BOQ, Terms & Conditions, Drawings, Amendments, Minutes of Pre-Bid conference etc.
   h) Price Bid
   i) General Conditions of Contract (GCC)
8. Taxes and Duties:

All Taxes, Duties, VAT, Cess, Levies, Octroi, Entry Tax, Royalties, Works Contract Tax, Turnover Tax, Labour Welfare Cess and other expenses etc. for the “Works” are included in the sub-contract price. The payment of total Works contract Tax, VAT, Turnover Tax, Labour welfare cess etc. applicable on the total Contract value of EPI with Client shall be responsibility of the PARTY and is deemed to be included in the Sub-Contract price of the PARTY. In case EPI pays any WCT/VAT/TOT/Labour welfare cess 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.

9. 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, labour welfare cess etc., all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., 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 at pre-award stage 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.

Cement and steel required for the project shall be arranged by EPI at the prevailing market rates and the amount incurred by EPI shall be recovered at actuals from the party. Requirement of cement and steel shall be raised by party at least 15 days in advance of requirement. In case EPI is unable to arrange the same at any time due to any reason, party has to make his own arrangements for the same and no claim whatsoever will be entertained in this regard.

10. Insurance charges for insurance to be taken by EPI for the project as per contract with Client shall be borne by PARTY. The PARTY shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the PARTY 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.

11. In the event of award of “Works”, PARTY shall submit to EPI, Bank Guarantees from a Nationalised Bank / Scheduled Bank towards Security Deposit cum Performance Guarantee @ 2.5% of the contract value of the accepted tender within 10 days from the date of LOI as per the EPI format enclosed and BG shall be valid upto the defect liability period with claim period of 6 months failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender. All bank charges for B.G’s are to be borne by the PARTY. Apart from the initial security deposit made as above, retention money shall be deducted from the progressive running bills @ 10% of the gross value of each running bill until the initial
security deposit plus the retention money equals 5% of the amount of the contract value of work.

12. All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the 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.

13. The PARTY shall provide reasonably furnished office accommodation at site with basic amenities like toilet, drinking water, lights, fans, and telephone etc., for exclusive use of EPI's engineers & staff and maintenance of the same till defect liability period.

14. Advance against mobilization, if applicable will be paid against Bank Guarantee only. Additionally charges for arranging Bank Guarantee by EPI for the same shall be borne by the Contractor.

15. 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 recoveries if any. 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 the 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 the PARTY submits Sales Tax clearance certificates, EPF clearance certificate, all other clearances, 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.

16. No Escalation is payable and 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 to 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.

17. 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’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and 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.

18. 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, then 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 guarantees submitted by the PARTY to EPI. The decision of EPI in this regard shall be final and binding on the PARTY.

19. 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.

20. 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 ₹ 50,000/- 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. The decision of EPI in this regard shall be final & binding on the party.

21. 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 bills or other dues.

22. The PARTY confirms that it holds EPF Code number, CST-TIN, VAT-TIN/Sales tax on Works contract number, Service tax registration number, PAN (Permanent Account Number of Income Tax) etc. and shall be responsible for 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. The PARTY shall comply with all the requirements as per labour laws/acts. 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.

23. 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/EPI, if any free issue items to the PARTY and PARTY shall make arrangements for safe up keeping / custody of the material and final reconciliation also to be done by the PARTY. In case there is any shortfall of free issue items found during reconciliation, recovery at double the cost of materials prevailing at that time of recovery shall be made from the PARTY’s due payment.

24. 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”.

25. Issues 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 the 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 the award/settlement is against EPI, the entire damages/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.

26. If desired by EPI, PARTY shall be available/associate with EPI in meetings/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.

27. In case of non-approval of PARTY’s association for the Project by the Client and/or by the Corporate office of EPI due to any reasons whatsoever at any stage of the “Works”, the PARTY shall have no claim on EPI.

28. Income tax shall be deducted as per the prevailing rate of tax as applicable.

29. The party shall plan and execute the “Work” 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 work do not get affected/delayed.

30. 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 as 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 and 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.

31. 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 times against infringement of any Patent or Intellectual Property rights.

32. EPI is an ISO-9001 and ISO-14001 Company. The conditions of the ISO as 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, OH & safety policy
   b. Environmental, Objectives & Targets
   c. Operational control – Noise
   d. Operational control – wastage
   e. Operational control – energy
   f. Operational control – Deforestation
   g. Operational control – Plantation of trees
   h. OH & S. management objects & targets

33. 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 Commission, Govt. of India. In the eventuality of any defect/sub standard 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.

34. EPI has agreed to associate PARTY on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of PARTY submitted by PARTY to EPI. In case, at a later stage if 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 this order 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.

35. The “Parties” 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 of GCC. (Enclosed Annexure – III)

36. 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 ‘Order’ shall supercede 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.

37. Project sign board to be supplied and erected at the site office as per the drawing enclosed at Annexure – IV.
Tenderer is required to submit their offer in Two Separate Sealed & Super scribed Envelopes indicating the following.

**Envelope I – (Techno-Commercial Bid)**

a. Requisite EMD  
b. The Techno-Commercial offer and unconditional acceptance of the tender terms along with unpriced part of this Bid and deviation list if any.  
c. Letter of undertaking duly signed & Stamped  
d. Form of Tender duly signed & Stamped  
e. Memorandum duly signed & Stamped  
f. G.C.C

**Envelope II – (Price Bid)**

This part of the offer shall contain only price alone. (No terms & conditions or deviations if any or any other things should be kept in this Envelope)

These Two Envelopes should be enclosed again in a Sealed Cover Super Scribing the NIT No. & Date and also last date of submission.

Signature & Seal of the Tenderer
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 differences relating to the meaning of the specifications, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution 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 is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator 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 dispute/differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

4. The arbitrator may proceed with the arbitration ex-parte, 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 decisions in respect of each dispute/claim along with 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 there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.

Note: 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 INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating 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 Memorandum/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 Sector Enterprises inter se.

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 D.O. No. DPE/4(10)/2001-PMA-GL1 dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.