Terms and Conditions

PILING WORKS AT ‘KHO’ RIVER FOR 33KV LINE OF 33/11 KV BADHAPUR SUBSTATION IN DISTT BIJNOUR, U.P.

1.0 MODE OF SUBMISSION

(a) The Envelope-1 shall also contain the documents meeting the eligibility criteria mentioned in “Notice Inviting Tender” Clause No. 1.0 (a) to (e).

(b) The tenderer who shall download the tender documents directly from EPI’s website they have to submit tender fees of Rs 2000.00 (Rupees Two Thousand only) (Non-Refundable) by Crossed Demand Draft favoring “Engineering Projects (India) Ltd.”, payable at Delhi along with their bid in Envelope-1.

2.0 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money, who meets the eligibility criteria mentioned in clause no. 1.0 (a) to (e) of NIT, tender fees as defined above in Clause 1.0(b) and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions and / or not meeting the eligibility criteria or whose Techno-Commercial Bid and PQ Documents are not found acceptable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

3.0 Payment Terms:

80% upon completion of activity.
10% upon clearance by inspection agency deputed by PVVNL.
10% upon handing over to PVVNL.

3.1 ‘Commissioning’ for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests.

3.2 All Payments shall be released to the Sub-Contractor within 15 days of receiving the corresponding bill along with requisite documents and certification of the same by EPI/Client after deducting all recoveries.

4.0 Completion Schedule: Work shall be carried out as per agreed work schedule. The entire work shall be completed within 30 days of issuance of the LOI. The basic consideration and the essence of the Contract shall be strict adherence to the time schedule.
5.0 **Taxes and Duties:**

All taxes, duties, levies, VAT, WCT/TOT, Service Tax etc. are included in the prices of the sub-contractor.

6.0 The party shall obtain approval from PVVNL for his association with EPI, Drawings, complete test reports and other technical parameters etc.

7.0 **ROAD PERMIT:**

Road permit for transportation of goods/machinery for execution of works across state border shall not be issued by EPI and will have to be arranged by contractor on his own. Nothing extra shall be paid on this account.

8.0 The contractor shall comply with legal orders and by laws of other local bodies. The contractor shall give to the Municipality, Police, Local Bodies and concerned Governmental authorities all necessary notices relating to works that may be required under the law and obtain all requisite licenses, permissions for temporary obstructions, enclosures, collection and stacking of materials, etc. The contractor shall pay at his own cost all fees, taxes and charges that may be leviable on account of these operations in executing the contract. Nothing extra shall be paid by EPI on this account.

The contractor shall be bound to follow the instructions and restrictions imposed by the administration / Police authorities on the working and / or movement of materials etc. nothing extra shall be payable due to less / restricted working hours at site or any detours in movement of vehicles.

9.0 **TEST CERTIFICATE**

All manufacturer’s certificates for steel and cement of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to EPI.

10.0 The EMD shall be valid for minimum period of 90 (Ninety) days from the last day of submission of tenders.

11.0 **Defects Liability Period** shall be one year from the date of taking over/acceptance of works by EPI.

12.0 Construction Power and water to be arranged by contractor at his own cost.

13.0 The Contractor shall be responsible for storage of its material and machinery.

14.0 EPI/PVVNL reserves the right to vary the quantities of work as per requirement.
15.0 **Scope of Work:**

Scope of Work is the complete work of “Rural Electrification Works in Moradabad district of Uttar Pardesh” including civil works as per the Technical Specifications, Drawings, Terms & conditions of M/s PVVNL and as per the Bill of Quantities enclosed. The scope of work includes taking delivery, unloading, handling, storage, erection including associated civil works, testing & commissioning of all equipment and materials including equipment supplied by EPI/PVVNL, maintenance during warranty period etc. of all the items of work.

16.0 **Completion Time:**

Work shall be carried out as per agreed work schedule. The entire Work shall be completed within 30 days of issuance of LOI. The basic consideration and the essence of the Contract shall be strict adherence to the time schedule.

17.0 **Price:**

The Prices shall be **FIRM AND WITHOUT ANY VARIATION (EVEN IF INDICATED ELSEWHERE)** and shall include taking delivery, unloading, handling, storage, erection including associated civil works, testing & commissioning of all equipment and materials including equipment supplied by EPI/PVVNL, maintenance during warranty period etc. of all the items.

The Prices shall include the cost of tests to be carried out in line with the Technical Specifications, in the prices of the respective items and no separate charges for any test and service tax on the same shall be payable to the Sub-Contractor.

18.0 **Price Adjustment :**

**NO PRICE ADJUSTMENT SHALL BE APPLICABLE**

19.0 All Payments shall be released to the Sub-Contractor within 15 days of receiving the corresponding bill along with requisite documents and certification of the same by EPI/Client after deducting all recoveries.

20.0 Insurance for the sub-contractor’s workmen & staff, materials, equipment, stores etc. shall be taken by the sub-contractor at his own cost.

21.0 M/s PVVNL shall issue materials to M/s UBEL who will issue the same to EPI. EPI in turn shall issue the material to contractor for erection. The contractor shall take delivery of the materials as directed and shall at the time of taking delivery of material execute an Indemnity Bond in favour of EPI in the form acceptable for keeping the equipment in safe custody as custodian and the utilize the same exclusively for the purpose of the said contract. EPI shall in turn execute the indemnity bond to M/s UBEL would execute the same to M/s PVVNL.
22.0 The Sub-Contractor shall give Guarantee/Warrantee for the work executed by him as per Contract Conditions.

23.0 The bidders shall submit quality plans which shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the bidders quality control organization, the relevant document/standard used, acceptance level, inspection document raised etc. Such quality plans of the successful bidder shall be discussed and finalized in consultation with M/s PVVNL and EPI form part of the order.

24.0 M/s PVVNL/EPI reserve the right to vary the quantity of ordered works & materials as per requirement. The quantities indicated in the respective BOQs have been worked out based on average consumption of material for the work completed so far. Individual quantities may vary subject to limit of + 20% of order value.

25.0 Income tax and other taxes shall be deducted at source from the bills of the contractor as per income tax act at the prevailing rates.

26.0 Contractor shall engage sufficient construction plant & equipment from their stock / hiring from market, workforce and other inputs for execution of work including required stores, office, quality test laboratory etc. as per requirements.

27.0 Competent supervisory and technical staff shall be posted by the PARTY for the completion of the entire work under their scope. In case supervisory or other supporting staff of the PARTY is found insufficient by client / consultant / EPI and they ask for posting of additional staff at site, EPI shall post additional staff and the expenses for such additional staff posted by EPI shall be recovered from Party’s R.A. Bills. The Sub-Contractor shall keep its staff posted at site during the maintenance period of the Project.

28.0 Within 15 days of LOI/Work Order, the sub-contractor shall arrange labour license, registration with Sales Tax Depart., Service Tax Depart. and also comply with all statutory requirements including PF, ESI etc., in force and to be enforced during the period of work at his own cost. The sub-contractor should also maintain attendance register. The sub-contractor shall furnish relevant documentary evidence in support of their valid PF and ESI registration number.

29.0 Sub-contractor shall make his own arrangement for electricity water and labour hutments etc. at his own cost.

30.0 Sub-contractor shall make arrangement for the safe and covered storage of equipment and materials issued to him for the project at his own cost.

31.0 Sub-contractor shall keep watch and ward at his own cost for their stores and protection of works till it is finally taken over by M/s PVVNL.
32.0 Any temporary work required for execution of main work shall be arranged by sub-contractor at his own cost. The sub-contract price shall include all the facilities required for the execution of total work at sub-contractor’s own cost.

33.0 The sub-contractor 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 sub-contractor, but not included in his scope of work do not get affected.

34.0 EPI is an ISO 9001 and ISO 14001 certified company. For the process being outsourced, Supplier/Contractor would associate with EPI in exercising control over the process to ensure conformity of the product/services with the requirement.

Copy of the following documents are enclosed:

i. Quality and Environmental policy.
ii. Objectives & targets
iii. Operational Control Procedure - Deforestation
iv. Operational Control Procedure - Wastage

35.0 The Supplier/Contractor shall associate with EPI in implementing and maintaining the established procedures of EPI.

36.0 Competent personnel shall be deployed by contractor for jobs requiring special skills. If needed, training will be provided to them or suitable other actions will be taken.

38.0 In case the completion of the work is delayed beyond the stipulated completion time, the Liquidated Damages for delay in completion shall be applicable @ 2% per week limited to 10% of Contract value.

39.0 In the event of slackness, delay, bad workmanship and any other default on part of the Contractor, EPI shall cancel the order partly or in full and carry out the same at the risk and cost of the Contractor.

40.0 Both the parties shall make efforts to settle disputes amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on both the parties. Arbitration will be according to “Conciliation & Arbitration” clause which is enclosed at Annexure–A.

41.0 Jurisdiction – Jurisdiction shall be Delhi courts alone.

42.0 Association of Sub-Contractor shall be subject to approval of M/s PVVNL.

43.0 Left over material will be deposited at EPI’s store. The contractor shall ensure that only good material are received and items damaged during erection will be to the account of the contractor
44.0 Left over material will be handed over to EPI for further deposition to UBEL/PVVNL stores. Material damaged during erection will be to the account of the contractor.

45.0 Removal of all defects observed during inspections will be sole responsibility of contractor. The contractor shall assist in carrying out inspections and it will be desirable to remove the defects during inspection itself.

46.0 Inspecting agencies charges additional fee for re-inspections. All such fees will be deposited and borne by the contractor.

47.0 All the enabling work shall be arranged by the contractor.

48.0 The contractor shall facilitate inspection by different agencies, measurement and taking over of work by PVVNL.

49.0 All the work shall be carried out as per PVVNL / CPWD specification.

50.0 The contractor shall be responsible to co-ordinate with villagers for right of way.

51.0 The work is likely to be inspected by different agencies. The contractor shall ensure good quality and strictly adhere to the specifications of PVVNL and contract.