Engineering Projects (India) Ltd.

(A Govt. of India Enterprise)

Notice Inviting tender

NIT No. BHI/PI(s)/665/130 R        Date: 01.06.2012

Tender for engaging agency for unloading equipment/material for the project of "Augmentation of Raw Material Receipt & Handling Facilities with New OHP Part-B, Pkg-061 of Bhilai Steel Plant, Bhilai, Chhattisgarh on rate contract basis for one year duration.

Engineering Projects (India) Ltd. invites the sealed tender from eligible firm/contractor on unit rate contract basis for one year duration for the following work at Bhilai Steel Plant in Chhattisgarh.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Item/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unloading, handling and stacking by crane/manually of various fabricated structures, equipments/items of mechanical, electrical instrumentation, piping etc. at identified location inside Bhilai Steel Plant as directed</td>
</tr>
</tbody>
</table>

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents : from 02.06.12 to 06.06.12 11:00 AM to 4:00 PM

ii) Last Date & Time of Submission of Tenders : 07.06.12 2:00 PM

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid) : 07.06.12 2:30 PM

1. Tenderer who fulfill the following eligibility criteria shall be eligible to apply. The joint ventures are not accepted.

1.1 The tenderer should have satisfactory done the similar work, for the reputed companies

1.2 The Contractor should have executed the work for the minimum value of ₹ 15 lacs (Approx) in a financial year.
1.3 The contractor should have own unloading equipment like crane, tools, tackles other machineries which will be related for the job.

Documentary evidence such as attested copy of award letter / contract, completion certificates / performance certificates of previous works executed by him giving name and address of clients, value of each of the works done, ownership documents of equipments/ tools, tackles should be submitted by the Bidder.

2.0 Tender documents comprising of the following are available on the website of

EPI: www.epi.gov.in

i) Notice Inviting Tender (NIT)

ii) Instructions To Tenderer

iii) Additional Condition of Contract (ACC)

iv) Price Bid

v) Letter of Undertaking

3.0 a) The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website (The tenderer has to submit non-refundable tender fee of ₹ 1000 (Rupees one thousand only) by crossed demand draft favouring Engineering Projects (India) Ltd. payable at Bhilai in case of downloading of tender). Relevant experience certificates and other documents as mentioned above CI 1.0 duly attested by Gazetted Officer or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion Certificates from clients shall be in the name of the Company who is submitting the tender. The Contractor has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the tenderer.
b) Alternatively Tenders documents can also be obtained from the General Manager, Engineering Projects (India) Ltd., B- 252, Smriti Nagar, Bhilai-490020 from 11.00 AM to 04.00 PM on all working days (Monday to Saturday) except Public Holidays on request by letter alongwith non-refundable tender fee of ₹ 1000 (Rupees one thousand only) by crossed demand draft favouring Engineering Projects (India) Ltd. payable at Bhilai.

4.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of ₹ 50,000 (Rupees fifty thousand only). This can be either 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 Bhilai. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

5.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable.

6.0 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 the EPI’s website www.epi.gov.in only. The intending tenderers are requested to visit the EPI’s website regularly for this purpose.

The tender documents shall be issued by and submitted to:

General Manager
ENGINEERING PROJECTS (INDIA) LTD.
B- 252, Street No. - 5,
Smriti Nagar
Bhilai- 490020 (C.G)
Mobile No. 09425296104/ 09425296161
TENDER DOCUMENT

TENDER No.: BHI/Pl(s)/665/130 R

FOR

Tender for engaging agency for unloading equipment/material for the project of "Augmentation of Raw Material Receipt & Handling Facilities with New OHP Part-B, Pkg-061 of Bhilai Steel Plant, Bhilai, Chhattisgarh

VOLUME – I

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)

B- 252, Street No.-5,
Smirit Nagar, Bhilai,
Chhattisgarh- 490020
ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO TENDERERS

1.0 MODE OF SUBMISSION
The tender is to be submitted in two separate sealed covers marked as under:

ENVELOPE-1:-
This ENVELOPE shall contain the following:

i) Earnest Money Deposit as per clause 2.0 of ‘Instructions to Tenderers’ (ITT).
ii) Letter of Undertaking for un-conditional acceptance of the tender conditions as per proforma given in ITT.
iii) Pre-Qualification Documents and Credentials as per clause 19.0 of ITT.
iv) Volume-I (ITT),
   Volume-II (Notice Inviting Tender, Additional Conditions of Contract, and Corrigendum/Addendum, if any, duly filled in, signed and stamped on each page by tenderer. Cutting or over-writing, if any, shall be signed and stamped by the person signing the tender. All pro-forma forming part of tender documents shall be filled in, signed and stamped by the tenderer.
v) Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the tender.
vi) Any other information as required to be submitted along-with the tender.

This envelope shall be marked as:

ENVELOPE-1 “TECHNO-COMMERCIAL BID” FOR (Name of work as mentioned in “Notice Inviting Tender”)

NIT No. : _____________________________
DUE ON : _____________________________
FROM : (Name of the Contractor)

ENVELOPE – 2 :-
This ENVELOPE shall contain only the Volume-III comprising of PRICE-BID.

This envelope shall be marked as:

ENVELOPE-2 : ‘PRICE-BID’ FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : _____________________________
DUE ON : _____________________________
FROM : (Name of the Contractor)

Both the envelopes / packets shall be individually sealed and kept in an outer envelope marked as:

TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : _____________________________
DUE ON : _____________________________
FROM : (Name of the Contractor)
The outer envelope shall be duly sealed and shall be delivered at place of submission of tender by the date and time fixed for receipt of tender as mentioned in “Notice Inviting Tender”. The tenders received after the date and time of tender receipt shall not be considered and shall be returned to the tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of tender at place of receipt of tender by due date and time fixed for tender receipt. All the envelopes shall be addressed to the authority who has invited the tender as mentioned in “Notice Inviting Tender”.

1.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money 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 unconditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the ‘Price-Bid’/tender.

1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of tender, the 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.

2.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit of amount as mentioned in “NIT/ITT/Memorandum” to “Form of Tender” required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in “NIT/ITT” in favour of EPI Limited from any Nationalized / Scheduled Bank

3.0 EPI reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind themselves to accept the lowest tender. EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

5.0 The witnesses to the Tender / Contract Agreement shall be other than the tenderer / tenderers competing for this work and must indicate full name, address, status/occupation with dated signatures.

6.0 The acceptance of tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

7.0 Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

8.0 On acceptance of tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorised representative shall be intimated by the Contractor with in 07 days of issue date of telegram / letter / telex / fax of Intent by EPI.
9.0 The tenderer shall not be permitted to tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Contractor from tendering for future works under EPI.

10.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a or as an employee of a Contractor having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the tender or engagement in the Contractor’s service.

11.0 The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum” to “Form of Tender”, which shall be reckoned from the 10th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.

12.0 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Conditions of Contract, General Conditions of Contract, Specifications, , etc. The tenderers shall be deemed to have gone through the various conditions and clauses of the tender and visited the site and satisfied itself with site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

13.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.

14.0 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 firm, if tender is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the tender/documents by all the partners authorizing him to sign the tender/documents.

c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

15.0 Tenders with following discrepancies are liable for rejection:-

a) Tenders with over-written or erased rates, percentages, amounts or rates, percentages not written in both figures and words.

b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with 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 whatsoever.

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.

16.0 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 & conditions 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.

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

a) Copy of latest income-tax returns filed along with PAN.

b) Credentials/completion/awards certificates.

c) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.

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

18.0 Purchase Preference may be granted to the Central Public Sector Enterprises as per the applicable guidelines in force in this regard issued by the Government of India.

19.0 SECURITY DEPOSIT

The Tenderer shall submit Security Deposit (SD) of ₹ 3,00,000/- (Rupees three lacs only) within one week after the tender acceptance. The security deposit can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of SD favouring, “Engineering Projects (India) Ltd.”, payable at Bilai. The EMD submitted initially with the tender shall be adjusted for the security amount after the tender acceptance of the successful bidder. EMD of the Bidders who are not able to submit the security within the scheduled time shall be forfeited.

20. PAYMENT TERMS

100% payment shall be released on pro rata basis within 7 days against completed and executed work against bill for the work done duly certified by our engineer/store official.

21.0 VALIDITY OF OFFER – 2 months from the date of offer.
ADDITIONAL CONDITIONS OF CONTRACT
FOR PIPELINE DIVERSION AT BHILAI STEEL PLANT

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 GENERAL INFORMATIONS

Bhilai Steel Plant (BSP), is located at Bhilai in Durg district of the state Chhattisgarh in central region of India. Bhilai is about 12 kms from Durg, Bhilai / Durg railway station are on the Howarh- Mumbai rail line of the Indian railways.

In Bhilai Steel Plant (BSP) Augumentation of Raw Material Receipt & Handling Facilities with New OHP in Part- B under Package- 061. The work is to be carried out inside the plant with in the battery limit of package 061.

3.0 SCOPE OF WORK:

Unloading, handling and stacking by crane/manually of various fabricated structures, equipments/items of mechanical, electrical instrumentation, piping etc. at identified location inside Bhilai Steel Plant as directed.

4.0 The rate to be quoted inclusive of all taxes and duties (i.e. income tax, WCT, service tax and other taxes) as applicable in this respect at Chhattisgarh.

5.0 Rate shall be inclusive of re-handling of equipments, either in parts or full, to allow for smooth movements of vehicles and unloading the materials/equipments at identified location inside Bhilai Steel Plant.

6.0 100% payment shall be released on pro rata basis within 7 days against completed and executed work against bill for the work done duly certified by our engineer/store official.

7.0 The rates include cost of all types of labour including skilled labour and supervision required to complete the work as per requirement of EPI/BSP.

8.0 Party shall adhere to all the statutory rules and regulations related to minimum wages, PF, ESI, retrenchment benefits and other applicable laws and arrange the same. WC policy and labour license shall be arranged by party. All necessary documents shall be submitted to employer after due clearance and payment. In
case of above facilities/obligations is paid for by the employer, the same shall be back-charged to the party proportionately.

**9.0** Party shall make his own arrangement for accommodation and conveyance etc. of their workmen and the rates are inclusive of the cost of these facilities.

**10.0** Party shall fulfill all safety requirements as per BSP standard and the cost of providing all safety items to their workmen is included in their rates. Party shall ensure that all workmen working at heights are well experienced in working at heights and are sufficiently skilled to work safety at heights.

**11.0** Party shall provide sufficient number of workers crane/handling equipment, tools and tackles to unload the trucks/trailers on the same day so that the vehicles are not detained. Detention charge if any shall be borne by party.

**12.0** Party will provide crane, handling equipment, labour and accessories for work immediately as per requirement of EPI.

**13.0** Any dispute arising out of this contract/order shall be subject to the jurisdiction of Delhi Court only.

**14.0** All other terms and conditions excluding above will be as per GCC of EPI.

**15.0** Both the parties shall make efforts to settle disputes, if any, amicable. 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 EPI and the PARTY. Arbitration will be accordingly to “Conciliation & Arbitration” Clause which is enclosed as Annexure-I of these Additional Conditions of Contract.
LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED
(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : BHI/PI(s)/665/130 R

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 the Tender Documents (Instructions to Tenderers) 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

Dated : _____________________
# MEMORANDUM

(ENCLOSURE TO FORM OF TENDER)

**REF:** Tender for engaging agency for unloading equipment/material for the project of “Augmentation of Raw Material Receipt & Handling Facilities with New OHP Part-B, Pkg-061 of Bhilai Steel Plant, Bhilai, Chhattisgarh.

NIT No.: BHI/PI(s)/665/130 R

<table>
<thead>
<tr>
<th>SI NO.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>Unloading, handling and stacking by crane/manually of various fabricated structures, equipments/items of mechanical, electrical instrumentation, piping etc. at identified location inside Bhilai Steel Plant as directed including multiple handling and taking out of materials from containers if required, sorting out of materials and identification marking wherever required.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client/Employer</td>
<td></td>
<td>Bhilai Steel Plant, Bhilai</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Unit Rate</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>₹ 50,000/- (Rupees fifty thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>NA</td>
</tr>
<tr>
<td>vi.</td>
<td>Time of completion of work</td>
<td>NIT</td>
<td>NA</td>
</tr>
<tr>
<td>vii.</td>
<td>Mobilization Advance</td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>-</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>-</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Schedule of Rates applicable</td>
<td>-</td>
<td>Civil works: NA Sanitary works: NA Electrical works: NA</td>
</tr>
<tr>
<td>xi.</td>
<td>Validity of Tender</td>
<td>-</td>
<td>2 months from the date of offer</td>
</tr>
</tbody>
</table>
xii. Security Deposit cum Performance Guarantee - 3,00,000/- (Rupees three lacs) within one week from the date of issue of telegram/letter/telex/FAX of intent of acceptance of tender.

xiii. Retention Money - NA

xiv. Defect Liability Period - NA

xv. Arbitration - As per clause no.14 of ACC

xvi. Jurisdiction - Courts in DELHI/NEW DELHI

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : ____________________________________

OCCUPATION ____________________________________

ADDRESS ____________________________________

____________________________________

SEAL OF 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 and if CMD or such person discharge the function 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.
TENDER DOCUMENT

TENDER No.: BHI/PI(s)/665/130 R

FOR

Tender for engaging agency for unloading equipment/material for the project of “Augmentation of Raw Material Receipt & Handling Facilities with New OHP Part-B, Pkg-061 of Bhilai Steel Plant, Bhilai, Chhattisgarh

VOLUME – II

PRICE BID

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)

B- 252, Street No.-5, Smirit Nagar, Bhilai, Chhattisgarh- 490020
<table>
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<th>Sl. No.</th>
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<th>Unit</th>
<th>Unit rate (in Rs.)</th>
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<td>1</td>
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<td>MT</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Above Rates are inclusive of all Taxes & Duties