NIT FOR “HIRING/LEASE OF PLANT & EQUIPMENT”

Engineering Projects (India) Limited (EPI), under the aegis of Ministry of Heavy Industries & Public Enterprises, Govt. of India, is one of the Premier Engineering Service Organization in the country engaged in large scale Turnkey execution of Multi disciplinary Projects invites Expression of Interest for Hiring /Lease of Plant & Equipment from reputed & financially sound parties having own Construction Plant & Equipments as per Annexure A to join hands with EPI for participating for various tenders.

The party should be

1. A firm having valid registration of providing hiring/lease of plant and equipment in the State of Gujarat/Maharashtra/Goa/Chattisgarh/MP and having Ownership documents of Plant & Equipment in their name. Must have the availability of machinery/equipments in working condition as per Annexure – A. If the party fails to provide proof of Ownership of Plant & Equipment alongwith the tender, then their tender will be disqualified.

2. Should have necessary Tax registration and will be required to pay all taxes as applicable at their cost.

3. Should have valid PAN (Permanent Account Number) & Service Tax Registration No.

All the equipment are not required simultaneously and not for total project duration. The quantum of different type of equipment and its hire/lease period shall be decided during project execution time only. Bidders are therefore required to quote the monthly Hire/lease charges. The rates to be quoted by the bidders shall be inclusive of Operator charges, POL charges, Consumables like tyre, spares etc. Except Fuel charges. Fuel charges shall be reimbursed as per Current Market Rate and for which separate Log Book will be maintained at the site. The bidder will indicate fuel consumption per hour and type of fuel required. However, fuel will be arranged by the bidder themself. Fuel Charges will be reimbursed on monthly basis. Maintenance charges, storage charges, transportation
charges, insurance charges etc. and all type of taxes (State & Central inclusive of Road taxes) and any other incidental charges are to be included.

TERMS & CONDITIONS

i) The period when the plant and equipment are out of service, no Idle charges shall be paid by EPI.

ii) EPI may hire only those plant and equipment required for a particular project. In such situation no charges shall be claimed by successful agencies for equipments which are not hired. EPI has the liberty to hire different equipments from different agencies also.

iii) In case of any break down either the equipments are to be replaced within 24 hrs. otherwise recovery rate will be double the rate of the hiring charges on prorata basis.

iv) The offer submitted shall be valid for Two months (60 days) and the prices shall be firm for one year.

v) The MOU will be signed initially for one year.

vi) The rate to be quoted by the bidders shall be inclusive of Operator charges, POL charges, Consumables like tyre, spares etc. Except Fuel charges. Fuel charges shall be reimbursed as per Current Market Charges and for which separate Log Book will be maintained at the site. The bidder will indicate fuel consumption per hour and type of fuel required. However, fuel will be arranged by the bidder themselves. Fuel Charges will be reimbursed on monthly basis. Maintenance charges, storage charges, transportation charges, insurance charges etc. and all type of taxes (State & Central inclusive of Road taxes) and any other incidental charges are to be included. The quoted rates will be ex-project site and to be valid for a year..

vii) Bidders to submit rates Separately State wise for Maharashtra, Gujarat, Goa, Chhattisgarh, M.P as per price Bid

viii) Equipment should not be older than 5 years. EPI may inspect the equipment before signing the MOU

ix) In case the equipment delivered for deployment are found not suitable/as per requirement, the same will not be deployed and shall be replaced without any cost to EPI.
x) Normal working hours shall be 8 hours per day. Overtime Charges with Operators are to be mentioned Separately in the Price Bid.

xi) Specific MOU shall be signed, if required, depending on the qty. of equipment required for a particular tender/project on the basis of the general tie up.

xii) Party can participate either for the total equipment in the list given in Annexure –A or for the equipments available with them.

xiii) In case the Party is not owning sufficient number of equipments required for a particular Tender/Project, at the time of submission of bid by EPI/during execution, the same can be arranged from other sources with the same terms and conditions.

The successful bidder shall enter into agreement with EPI and shall submit Notarized Copy of Machinery Ownership document. However the Equipment shall be required only in case EPI’s tender is accepted by the Client.

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

The party fulfilling the above requirements and willing to associate with EPI for taking up project may submit credentials of the last three years i.e. for year ending 31.03.2012, 2011 & 2010 along with EMD for Rs.5,00,000/- (Five Lacks only) in the form of DD in favour of “Engineering Projects (India) Ltd.” Payable at Mumbai or in the form of Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed performa valid for 120 days from the due date of tender. latest by 05.12.2012 upto 13.00 hrs as per instructions given below. Tender not accompanied with Earnest Money Deposit are liable to be rejected.

The tender is to be submitted in two separate sealed covers marked as under:

**ENVELOPE-1:**

This ENVELOPE shall contain the following:

i) EMD for ₹. 5,00,000/- (Five Lacks only) in the form of DD in favour of “Engineering Projects (India) Ltd.” Payable at Mumbai or in the form of Bank Guarantee from a
Nationalized Bank / Schedule Bank in the prescribed enclosed performa valid for 120 days from the due date of tender

ii) Letter of Undertaking for un-conditional acceptance of the tender conditions

iii) Copy of Power of Attorney / Partnership Deed, duly attested by Notary Public authorizing the person who signs the Tender.

iv) Copies of supporting documents meeting the conditions mentioned at Sl.No.1 to 3 of NIT.

This envelope shall be marked as :

ENVELOPE-1 “TECHNO-COMMERCIAL BID” FOR Hiring /Lease of Plant & Equipment .

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

ENVELOPE – 2 :

This ENVELOPE shall contain only the PRICE-BID and should be submitted in the Proforma given in ANNEXURE B separately for Each State Maharashtra, Goa, Gujarat, M.P and Chattisgarh.

This envelope shall be marked as :

ENVELOPE-2: ‘PRICE-BID’ FOR Hiring /Lease of Plant & Equipment

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 Hiring /Lease of Plant & Equipment

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 NIT. 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 the NIT.

First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions and whose Techno-Commercial Bid along with EMD and PQ Documents if found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The tenderers not conveying unconditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected.

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. In case the condition mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected.

The Tenders are to be addressed to:

General Manager,(Contracts)
Engineering Projects (India) Limited
6A, Bakhtawar, Nariman Point
Mumbai – 400 021.

For any query kindly contact Shri M.L. Sharma, GM at Tel: 022 22049230
Website: www.epi.gov.in
PROFORMA FOR BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin -110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs ..................

......... in lieu of EARNEST MONEY DEPOSIT from ..............................................................

.............................................................. (hereinafter called the Supplier/ Contractor/ Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for ........................................................................................................

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

We the above said Bank further agree and undertake to pay the said amount of Rs. .............................................. without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ................................................................. date
....................................................................

Unless a demand or claim under this guarantee is made on us in writing on or before
date , we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions.

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

Dated this day of 2010.

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)
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.