TENDER DOCUMENT

TENDER No.: BHI/PI(S)/665/1022

FOR

Tender for Erection, Testing/Trial Run & Commissioning of 1 (one) Set of Wagon Tippler with Side Arm Charger for the project of “Augmentation of Raw Material Handling Receipt and Handling Facilities with New OHP Part– B (Package - 61) of Bhilai Steel Plant (SAIL).”

VOLUME – I

(Notice Inviting Tender (NIT), Instructions to Tenderer, Additional Conditions of Contract (ACC), Letter of Undertaking, Form of Tender & Memorandum)

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

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

NOTICE INVITING TENDER

NIT No.: BHI/PI(S)/665/1022 Dated: 22.04.2013

Tender for Erection, Testing/Trial Run & Commissioning of 1 (one) Set of Wagon Tippler with Side Arm Charger for the project of “Augmentation of Raw Material Handling Receipt and Handling Facilities with New OHP Part– B (Package - 61) of Bhilai Steel Plant (SAIL).”

Engineering Projects (India) Ltd. invites the sealed item rate tender for the above work for Bhilai Steel Plant at Chhattisgarh from eligible firms/ contractors for the following work.

<table>
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<th>Sl. No.</th>
<th>Description of work</th>
<th>Period of completion</th>
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<tr>
<td>1.</td>
<td>Erection, Testing/Trial Run &amp; Commissioning of 1 (one) Set of Wagon Tippler with Side Arm Charger.</td>
<td>75 days (Seventy five days)</td>
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</table>

The brief scope of work included in this tender shall be in the battery limit of (PKG-061). The detailed scope of work is given in the tender document.

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents       From 22.04.2013 to 06.05.2013 (till 2:00 PM)

ii) Last Date & Time of Submission of Tenders    on 06.05.2013 by 03:00 PM

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid) on 06.05.2013 at 03.30 PM

Bidders who fulfill the following criteria shall be eligible to apply. The joint ventures are not allowed.

i. The Bidder should have experience of executing similar work in steel plant/ power plant/ other projects. Similar work means Erection of heavy industrial equipments in last 5 years ending on 31.03.2013 for which documentary evidence like certificate from client, copy of WO/ certified invoice shall be submitted.

ii. The Bidder should have a valid PAN No. (Permanent Account Number), VAT and service tax registration.

iii. The Bidder shall have to obtain PF registration within 15 days of LOI if not already available.

iv. Should have average turnover of minimum Rs. 1.00 Crore during last three financial years ending on 31.03.2013.

v. Should have not incurred loss in more than 1 year in last three financial years ending on 31.03.2013. Necessary certificate from Chartered Accountant is to be enclosed for this purpose.
vi. Should submit solvency issued by a scheduled bank for a minimum value of Rs. 50.00 Lacs issued after 31.03.2013. The bidder may also submit an undertaking as follows:

“We undertake to submit the solvency for a minimum value of Rs. 50.00 Lacs from a scheduled bank within 10 days of issue of LOI/Work order failing which the order will stand cancelled and our EMD shall be forfeited.

All the above documents shall be submitted duly signed, stamped by the authorized signatory of bidder and attested by a class-I gazetted officer / notary public.

Documentary evidence such as attested copy of work order, completion certificates / performance certificates of previous works executed by them indicating value of each order with date of completion shall be submitted by the Bidder.

2.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in and www.cppp.gov.in in downloadable form.

i) Notice Inviting Tender (NIT)  
ii) Instructions To Tenderer.  
iii) Additional Conditions of Contract (ACC)  
iv) Letter of Undertaking, Form of Tender & Memorandum  
v) General Conditions of Contract  
vi) Drawings  
vii) Price Bid

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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 tender fees (Non-Refundable) of Rs. 1000.00 (Rupees one thousand only) by crossed Demand Draft favouring ‘Engineering Projects (India) Ltd.’ payable at Bhilai, shall be submitted by the bidder along with their Bid in Envelope-1. Relevant experience certificate and other documents mentioned above clause no.-I 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 Bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any Bidder shall be rejected if on detailed scrutiny of the documents submitted along with the tender are found unsatisfactory. The decision of EPI in this regard shall be final and binding on the Bidder.

b) Alternatively, Tender documents can also be obtained from the General Manager, Engineering Projects (India) Ltd., B- 252, Smriti Nagar, Bhilai- 490020 from 22.04.2013 to 06.05.2013 (till 2:00 pm.) on request against tender fees (Non-Refundable) of Rs.1000.00 (Rupees One thousand only) by crossed Demand Draft/Banker’s cheque/Pay order favouring “Engineering Projects (India) Ltd.” payable at Bhilai. Issuance of Tender Documents to any Bidder shall, however, not construe that the Bidder is considered qualified for the tender work and the same may be rejected if on detailed scrutiny of the documents submitted along with the tender are found unsatisfactory.
4.0 All Tenders shall be accompanied with Earnest Money Deposit (EMD) of Rs. 35000/- (Rupees Thirty Five thousand only) in the form of crossed Demand Draft /Banker’s cheque in the enclosed format or Pay Order favouring “Engineering Projects (India) Ltd.” payable at Bhilai or in the form of BG from any Nationalized Bank /Scheduled Bank.

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

6.0 All safety measures as applicable for execution of similar works need to be strictly complied with.

7.0 Intended bidders are requested to visit the site to acquaint themselves fully with the site conditions before submitting their bids. Nothing extra shall be paid on account of site condition.

8.0 The fronts of erection will be made available in phased manner.

9.0 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 itself to accept the lowest tender.

EPI reserves the right to award the work to a single party or to split the work amongst 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 finalized rates.

10.0 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.

11.0 EPI shall have right to verify any or all documents submitted by the bidder from the issuing authority for its correctness. If found false/ forged the offer will be summarily rejected and entire amount of EMD will be forfeited.

The corrigendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.epi.gov.in and www.cppp.gov.in only. The intending Bidders 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. +919425296104
INSTRUCTIONS TO BIDDERS

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 Bidders’ (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 no. 1.0.
iv) Volume-I (ITT, Notice Inviting Tender, Additional Conditions of Contract, Memorandum, Form of Tender and Corrigendum/Addendum, if any, duly filled in, signed and stamped on each page by Bidder. 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 Bidder).
v) Volume-II (General Conditions of Contract)
vi) Volume-III (Drawings)
vii) Copy of power of attorney/partnership deed, duly attested by Notary Public authorizing the person who signs the tender.
viii) Any other information as required to be submitted along-with the tender.
ix) Unpriced BOQ duly signed and stamped.

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-IV 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 Bidder unopened. EPI shall not be responsible for any postal or other delays, whatsoever and Bidder 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 Bidder shall be opened. Bidders who unconditionally accept the tender conditions, deposit the required Tender fee, Earnest Money and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid, Envelope-2 of such Bidders shall only be opened. The tenders not accompanied by requisite Earnest Money and/or not conveying un-conditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable shall be rejected and such Bidder shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

1.2 Once the Bidder 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 Rs 35000/- (Rupees Thirty Five thousand only) as mentioned in “NIT/ITT/Memorandum” to “Form of Tender” required to be submitted along with the tender shall be in the form of crossed Demand Draft/Pay order/Banker’s cheque payable in favour of ‘Engineering Projects (India) Ltd.’ at Bhilai (Chhattisgarh) or in the form of BG from any Nationalized Bank/Scheduled Bank as per format no. EPI/MMD/F/26 which is provided in GCC.

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 itself 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.

4.1 FOR ITEM RATE TENDERS

The rates quoted shall remain firm till completion of the work in all respect.

4.1.1 The Bidders should quote the rates for items tendered by them in figures as well as in words and the amounts in figures only. The amount for each item should be worked out and the requisite totals and page totals given.

4.1.2 All corrections/cuttings should be signed by the Bidder. Each page of the tender should be signed by the Bidder. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out, the rate quoted shall be taken as correct and not the amount.

4.1.3 Price shall be quoted against each item in Bill of Quantities. Items for which are not quoted shall be executed by the contractor free of cost.

5.0 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s) / modification(s) shall not be accepted.

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

7.0 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.

8.0 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.
9.0 On acceptance of tender, the name of the accredited representative(s) of the Contractor for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the Contractor within 5 days from issue of letter of intent by EPI through e-mail / fax / other suitable mode.

10.0 The Bidder 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 Bidder 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.

11.0 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 employees 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.

12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum” to “Form of Tender”.

13.0 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, Drawings, etc. The Bidders 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.

14.0 The work will be carried out as per approved erection drawings to be issued from time to time during execution.

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

16.0 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.

17.0 Tenders with following discrepancies are liable for rejection:
   a) Tenders where over-written or erased rates, percentages, amounts or rates, percentages not written in both figures and words are not signed and stamped.
   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with inadequate EMD and/or tender fees.
   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 Bidder whatsoever.
e) If the Bidder 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.

18.0 Submission of a tender by the Bidder 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 social, 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 work.

19.0 SECURITY DEPOSIT

The contractor shall furnish Security Deposit (SD) of 5% of the contract value by Bank guarantee either in the stipulated proforma or Crossed Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank within one week from the date of issuance of LOI.

The EMD submitted initially with the tender shall be adjusted for the security amount after the tender acceptance of the successful bidder. This security deposit will be refunded after expiry of Defect Liability Period.
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

Tender for Erection, Testing/Trial Run & Commissioning of 1 (one) Set of Wagon Tippler with Side Arm Charger for the project of “Augmentation of Raw Material Handling Receipt and Handling Facilities with New OHP Part-B (Package - 61) of Bhilai Steel Plant (SAIL).”

1. The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. These Additional Conditions of Contract shall supersede the General Conditions wherever they are at variance, otherwise GCC is applicable.

2. The Contractual Completion Period shall be 75 days from the date of commencement. The date of commencement shall be reckoned from the day of issue of LOI / Order to the Contractor.

3. **SCOPE OF WORK:**

   The Scope of Work of the Contractor shall be Erection of all the Equipments & Accessories, leveling & alignment Testing/Trial Run & Commissioning Of Various Equipments of 1 (one) Set of Wagon Tippler with Side Arm Charger for “Augmentation of Raw Material Receipt & Handling Facilities with New OHP Part-B(Pkg.-061) of Bhilai Steel Plant, Bhilai”, as per Technical Specifications, 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 and as mentioned below.

   i. All kind of lifting and handling devices, hoists, ropes, tools & tackles, equipment, consumables, labour, supervision etc. required for the completion of work in all respect are to be arranged by the contractor at his own expense and included in the price quoted, whatever required for erection, testing and commissioning.

   ii. Normally the complete package will be issued and unpacking will be done at place of erection. Unpacking of issued packages and return of packing materials as well as repacking and return of surplus materials to EPI's stores within BSP premises is included in the scope of work.

   iii. Supply, Fabrication, Installation & dismantling of scaffolding/ temporary platforms for safe and proper erection, alignment and different stage checking of Manufacturers specialists /EPI/MECON/BSP/any other Contractor deployed by EPI/BSP.

   iv. Providing necessary manpower of required category with tools & tackles as required for erection, alignment, testing, commissioning, no load run, full load run, PG test of equipments in all respect to the entire satisfaction of EPI/MECON/BSP till completion of the work & handing over.

   v. Providing all consumables viz. gases, welding electrodes, thermite welding material, cutting wheels, and lifting tools & tackles, safety equipments required to carry out the above job complete in all respect.
vi. Proper placement of Rails, fixing, alignment, cutting, drilling of holes, connection with fish plates, fixing of bolts, welding (Thermite welding) in position wherever required of required quality. Fixing of bottom plates & Tightening of Foundation bolts are also included in the scope of work.

vii. Equipments shall be adequately braced by guys, struts or other approved means which shall be supplied and installed by the contractor at his own cost as required till the installation work is completed satisfactorily. All the steel sections/plates required for fabrication of temporary supports including fabrication & erection of temporary supports are in the contractors scope and included in the quoted price.

viii. Contractor has to arrange qualified and tested welders as well as required grade of consumables and follow required welding procedure for welding of Equipments Frame, Hydraulic piping etc. according to parent materials, service conditions etc. subject to approval of EIC. All cut ends have to be dressed-up properly as required and edge preparation is to be done by grinding and filling. All the requisite testing & quality activities for the scope of work shall be arranged by the contractor at his own cost.

ix. Contractor has to arrange the following special tools in addition to the normal tooling prior to start the erection.

- Torque Wrenches with socket(30,32,36,41,46,50) upto 2000 N-M (including calibration tools)
- Hydraulic Jacks (2X50T with locking collar and hand pump)
- Master level & Varnier, Micrometer,
- Buffing & reaming tools.
- Theodilite (20 sec)
- Any other Tools & Tackles, Devices required but not included above.

x. Lifting equipments/Cranes should be capable to handle/lift and place on position 22MT, the single heaviest component at 20 meter radius during erection.

xi. Any and every kind of work whatsoever not mentioned anywhere in the contract but are necessary/required to be carried out for completion of the work as per BOQ in all respect is included in the scope of work.

Manufacturer’s engineer will be available at site for supervision of work for 45 days in 4 phases. The contractor will be responsible to co-operative for effective utilization of his visits. In case additional visits are required due to the reasons attributable to contractor, charges for the same will be debited to the contractor at actual.


Contract for the work is complete for labour, material and workmanship including all temporary works and the provision of all construction equipment, tools, tackles consumables etc. The contractor shall make his own arrangement for all the materials required for due performance of the
contract, except for items to be supplied by EPI to the contractor free of cost as provided expressly in this contract.

Except where it is expressly provided that the cost will be borne by EPI, the various obligation of contractor under this tender shall be at the cost of contractor and included in the price of the present contract.

5. Civil Engineering Works.

The contractor shall check the position/sizes of the various foundation bolts, holes and satisfy himself regarding the suitability/correctness of the foundation before placing the equipment on the foundation. If any discrepancy is observed in the foundation, it must be brought to the notice of the EPI so that necessary measures are taken for rectification of the same. The contractor shall submit a sketch plan for leveling of the equipment and get it approved by EPI’s engineer prior to placement of equipment on the foundation.

Any damage caused to the foundation during erection, due to negligence on the part of the contractor, shall be made good by him at his own cost.

Any sundry civil engineering work such as making of groves, chiseling of holes for opening in or through walls, ceiling, floors, steel structures or cutting of concrete around foundations bolts/bolt holes shall be the responsibility of the contractor. All such openings shall be filled up by the contractor after completion of erection work.

6. Inspection of site

It is explicitly clear and agreed by the contractor that they have thoroughly inspected the site and working condition etc. before submission of his offer and totally got acquainted himself with the site conditions and obtain all information to his entire satisfaction.

7. Quality

The work executed by contractor shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, 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 contractor at no extra cost to EPI.

Materials and workmanship shall satisfy the relevant Indian standards. In absence of relevant Indian standard, specification/code of practice covering any part of the work, the instruction of Engineer-In-Charge will be binding on the contractor.

Regarding tolerances, methods of work and other technical details shall strictly follow the technical specification, manufacturer’s instruction, approved drawings and manuals etc. and its code.

8. Time of Completion
The completion of time shall be 75 (seventy Five) days from the date of issue of LOI.

9. **Mobilization**

Contractor shall mobilize manpower, machinery, tools & tackles etc. at site within Seven days of date of LOI.

10. **Schedule and Monitoring**

The contractor shall submit within Ten (ten) days of issue of LOI, a detailed work schedule of execution of work in the form of Bar Chart clearly indicating the milestone for review and approval by EPI.

11. **Security Deposit**

   a) 5% of the order value in the form of Bank Guarantee from a schedule Bank in EPI’s Proforma valid till expiry of the defect liability period of 12 (twelve) months from the date of taking over the work.

   b) Balance 5% of the order value will be debited from the running bills progressively on pro-rata basis and will be released after expiry of the defect liability period of 12 (twelve) months from the date of taking over of the work.

12. **Liquidated Damage for Delay**

Delivery period is the prime and foremost essence of contract. In the event of any delay on the part of the contractor in completing the work in all respects, the contractor shall be liable to pay to the EPI, liquidated damages for delay @ ½ % (half percent) of the total order value for every week or part thereof subject to a maximum of 5% of the total order value.

13. **Price Basis**

Price shall remain firm and fixed and no variation shall be acceptable on any account whatsoever till all obligations of the contractor under this contract are fulfilled in all respect.

14. **Terms of Payment.**

The PAYMENT TERMS shall be as follows:-

   a) 40% Payment Progressively on Placement in position of Plant & Equipment on pro-rata basis.
   b) 30% on completion of erection, alignment, welding and connection with all accessories/auxiliaries & utilities on pro-rata basis.
   c) 15% on completion of Hydraulics & Electricals of individual machine on pro- rata basis.
   d) 5% on PAC.
   e) 5 % after successful Cold Trial run.
f) 5% on PG Test/FAC.

Bill shall be raised by the party in the enclosed invoice format. Payment will be released against submission of bills and on certification by Engineer-In-Charge within 15 days.

15. Taxes & Duties

The price is inclusive of all taxes and duties whatever are applicable. The contractor shall be solely responsible for and pay all duties, levies and taxes lawfully assessed against them or any or his employees or personnel engaged by him and shall hold the EPI indemnified and harmless against any claims that may be made against the EPI in this behalf. All the necessary documents regarding submission of Tax to relevant authorities will be provided by the party to EPI. Deduction of income tax at source will be made as per rules.

16. Quantity Variation

The quantity finally required to be executed may vary. The rates are valid for variation of ± 20% of total order value on account of quantity variation.

17. Methodology.

Contractor shall submit within 7(seven) days of date of issue of LOI/PO, details of all materials and methods proposed to be used in the work, for EPI’s approval. The work shall be carried out strictly according to the approval given by EPI.

18. Measurement for Payment

The weight according to drawings, bill of materials, packing lists etc. as certified by Engineer-In-Charge, shall be the basis of billing and prorata payment.

19. Escalation, idle Time etc.

Escalation, idle time and interest charges on any account whatsoever shall not be payable by the EPI.

20. Place for receipt and issue of materials

EPI’s store or other storage points within BSP premises as designated by EPI will be the place for receipt, issue and return of materials from and to contractor.

Contractor shall bear all other costs including lifting, safe custody and handling, transportation from and to EPI’s store/ the present storage point etc.

The cost also includes handling of other materials not to be erected but required to be handled for extracting the same for the store, storage yard.

21. Free issue Materials
EPI will issue at EPI’s store or at any other place within BSP premises the equipment to be erected, and initial fill of oils/lubrication etc.

i) Necessary indents for the material shall be raised by the contractor based on the drawings, BOM’s layout etc.

ii) Material will be issued only for the works mentioned in this contract enquiry and not for any other purpose.

iii) The contractor shall bear all costs including lifting, safe custody and handling, transportation to EPI’s store etc. and return of surplus serviceable/scrap materials to EPI’s designated storage points within the plant premises.

iv) All surplus materials issued to the contractor by EPI shall on completion of or on foreclosure of the works, be returned to EPI at his expense, at the place of return designated by EPI, after making due allowance for actual erection and permissible within the limits mentioned in this contract.

v) Wasteage on fitting, valves, mechanical parts of instruments equipment etc. will not be allowed.

vi) Surplus materials - for the purpose of removing surplus materials in its original from only, the contractor shall submit the documents/records evidencing the entry of materials inside the steel plant by producing the gate entry permits and RRs or LRs and consumption statements based on approved drawings after allowing for wastages, maximum 8% cutting allowance, and irrecoverable/unaccountable losses (wastage including loss factors being minimum 2% on steel and reinforcement rods, minimum 5% on cement and minimum 3% on cables, pipes etc.) to establish the surplus quantity of the materials belonging to the Contractor. The Employer shall allow the Contractor to remove such materials from the Employer’s premises after being satisfied regarding the evidence produced for such removal. Such removal shall permitted even before completion of the entire work.

Contractor may be allowed to take back surplus imported material. However, if Employer has incurred any expenses for surplus items towards customs, freight on any other accounts etc, the same shall be reimbursed by the Contractor in case of taking back such items. Imported tools and tackles and instruments brought by the Contractor on draw back basis can be taken out provided he has carried out necessary documentation at the time of taking such items inside the steel plant.

Scrap in any form whatsoever shall be removed from Plant premises and shall be the property of the Employer. No credit will be given for scrap.

22. Insurance

A. EPI shall take a composite insurance cover under Marine-Cum-Erection Insurance Policy (MCE) covering dispatch from warehouse of the supplier (overseas/inland) equipment in the course of ordinary transit upon arrival
at the project site, while is storage and being erected till completion of
testing.

Contractor shall arrange insurance coverage for workman, construction
equipment etc. at his own expenses.

B. Labour License

Contractor will obtained the necessary labour license for the maximum
numbers of persons working at site at any point of time during entire
duration till discharging of all the liabilities as per the contract. EPI will
issue necessary form-V based on submission of relevant documents for
issue of same including indemnity bond. Please note that any payment
what so ever will be released only after receipt of labour license and
insurance for workman, construction equipment etc. by the contractor.

C. Safety

All the safety rules and regulations as applicable have to be strictly
adhered to by the contractor. EPI may stop the work at any point of time
if the required safety measures are not adopted by the contractor and any
kind of implication arising out of such stoppage of work by EPI on account
of non adoption of required safety measures as mentioned above will be
solely attributable to be contractor and EPI will be no responsible for any
account what so ever. Client’s safety department regularly visits site for
inspection and issue verbal instructions, advises, lapses in safety
procedures, the same will be binding on contractor. Fines and
consequences if any levied by client due to non compliance will be debited
to contractor.

23. Construction facilities at BSP site

Water required for the work will be made available at free of cost to the
contractor at one point only as determined by the EPI or its client. The
contractor shall make his own arrangements for laying of pipeline for
drawing water from this point and further distribution at his own cost.

Electric power will be made available to contractor free of cost at one
point only as determined by EPI or its client. Distribution switchboards,
cable and their connections etc. shall be arranged installed and
maintained by contractor, at his own cost. The electric installation shall
conform to Indian Electricity Act 1910 and relevant rules with latest
amendments.

24. Defect Liability Period

Defect liability period is 12 months from the date of taking over of site.

25. Tests & Inspection

a) All the materials and works shall be subject to EPI’s examination and
approval at each stage thereof and contractor shall give notice well in
advance to the EPI when each stage is ready.
b) Inspection shall be carried out by the EPI and the client on receipt of advance intimation. The inspection call, raised by contractor shall be accompanied by internal inspection reports, test certification, materials test certification and all other relevant documents as required by EPI/EPI’s client.

c) Inspection of approval by EPI shall not relieve the contractor from any of the obligation under this contract. No certificate of the EPI shall by itself be conclusive evidence that any work or materials to which it is related are in accordance with the contract.

d) The contractor shall arrange all equipment, instruments, tools & tackles, manpower etc. for testing/inspection and shall carryout the various tests as specified in the technical documents and these furnished to him during the performance of the work, at his own expense and at no extra cost to the EPI. All the tests either on the field or in outside laboratory etc. concerning the execution of the work and supply of materials by the contractor shall be carried out by the contractor at his own expense and at no extra cost to the EPI.

e) The contractor shall use only tested and calibrated equipment, instruments etc. for execution of work. Valid calibration test certificate from approved agency or test house or laboratory for such instrument, equipment etc. to be used for execution of work.

f) Issue of inspection certificate will in no way exempt the contractor from his obligation.

26. **ST/WCT Registration**

Within a period of 1 (one) month of date of issue of LOI/PO the contractor shall get themselves registered under Chhattisgarh Sales Tax / Work Contract Tax Act and furnish to EPI a copy of the registration certificate.

27. **Accommodation**

Accommodation (residential or office) required for contractor’s personnel will not be provided by EPI.

28. **Clearance of site on completion**

On completion of unit work all the materials/rubbish and temporary structure of any sort or kind used for the purpose of or connected with erection are to be removed by the contractor. No final payment in settlement of the accounts for the works shall be held or shall be made to the contractor till such site clearance are effected by him.

In the event of the contractor failing to comply with this provision within 7 days after received notice in writing from EPI to this effect, such clearance will be made by EPI at the expense of the contractor and EPI shall under no circumstances be held liable for any loss or damage to any contractor’s property as may be on site due to removal there from.

29. **Risk Purchase**
If at any point of time EPI finds that work is not progressively according to the agreed progress schedule, then the EPI shall be free to get it executed through other agencies at the risk and cost of the contractor.

30. **Patent Right and Secrecy**

Any information, data specification, drawings, documents, instruction relating to the process of work performed under this order shall be regarded as confidential and contractor will not reveal or divulge any content therein to any unauthorized person/organization.

The contractor shall defend any claim which alleges in a suit or proceeding against the EPI that the materials/equipment or any part thereof any process of manufacture constitute an infringement of any patent, if notice in writing and given authority, information and assignment for the defence and the contractor shall keep the EPI indemnified in this regard.

Contractor, on completion and taking over of the executed work, shall return to the EPI, all the drawings/documents, issued to him by the EPI for the purpose of execution of the work.

31. The Contractor shall be responsible for all related surveying works including setting out of foundations and levels. Necessary surveying instruments with valid calibration shall be used for this purpose. The quoted rates shall be inclusive of all the above surveying works.

32. In case of non-approval of contractor’s association with EPI for this work by the Owner / Client due to any reason, the tender submitted by them shall be rejected and the contractor shall have no claim / liability on EPI.

33. The plant & equipment once brought to site for works shall not be allowed to be removed without the consent of EPI.

34. Both 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 Bidder. Arbitration will be according to “Conciliation & Arbitration” clause, which is enclosed in Annexure-I of this Additional Condition of Contract.

35. The contract shall be governed by the Indian Laws for the time being in force and only the Courts in Delhi / New Delhi alone shall have the exclusive jurisdiction to entertain and decide any matter arising out of the agreement / contract.

36. Technical specifications of BSP shall be governed for execution of works.

37. Clause no. 9 of GCC 10 days to be read as 7 days. & modified

38. Clause no. 28.3, 28.4 of GCC not applicable.

39. Clause no. 35 of GCC not applicable.

40. Clause 37, 42.1 (viii), 44, 45, 47,49,50,51 & 55 of GCC not applicable.
41. Clause no. 52 of GCC as applicable for this work.

42. Clause no. 13 of GCC, taxes applicable as on 7th day prior to the date of submission of tender shall be included in the quoted price, any variation in applicable taxes during the scheduled completion period shall be adjusted against submission of documentary evidence. However, no positive variation will be paid during the extended completion period but any reduction in taxes will be recovered from bill of contractor.

43. All the materials to be supplied and permanently installed will be as per approved vendor list of BSP.

44. Standard practices, rules, guidelines of BSP for Pkg-061 shall be applicable as relevant to the scope of work.
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

**REF:** Tender for Erection, Testing/Trial Run & Commissioning of 1 (one) Set of Wagon Tippler with Side Arm Charger for the project of “Augmentation of Raw Material Handling Receipt and Handling Facilities with New OHP Part– B (Package - 61) of Bhilai Steel Plant (SAIL).”

<table>
<thead>
<tr>
<th>Sl 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>Erection, Testing/Trial Run &amp; Commissioning of 1 (one) Set of Wagon Tippler with Side Arm Charger.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>Bhilai Steel Plant, Bhilai</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs 35000/- (Rupees Thirty Five thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Time of completion of work</td>
<td>NIT</td>
<td>75 Days from the day of LOI.</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>30 days from the date of opening of price bid.</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>5% of Contract value</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>As per payment clause no. 11.b of ACC.</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned from date of issue of LOI.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>As per Clause no. 24 of ACC.</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>Arbitration shall be as per provision of clause no. 76 of GCC.</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts at DELHI / NEW DELHI</td>
</tr>
</tbody>
</table>
FORM OF TENDER

To,

Engineering Projects (India) Limited
(Address of submission as mentioned in “Notice Inviting Tender”)

REF.: Tender for Erection, Testing/Trial Run & Commissioning of 1 (one) Set of Wagon Tippler with Side Arm Charger for the project of “Augmentation of Raw Material Handling Receipt and Handling Facilities with New OHP Part– B (Package - 61) of Bhilai Steel Plant (SAIL).”

NIT No.: BHI/PI(S)/665/1022

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 7 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 pro-forma as referred to in condition of NIT.

Date the __________________________ day of ______________________________

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : ________________________________________________

OCCUPATION ______________________________________________________________

ADDRESS _________________________________________________________________

____________________________________

SEAL OF BIDDER
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 Erection, Testing/Trial Run & Commissioning of 1 (one) Set of Wagon Tippler with Side Arm Charger for the project of “Augmentation of Raw Material Handling Receipt and Handling Facilities with New OHP Part– B (Package - 61) of Bhilai Steel Plant (SAIL).”

NIT No.: BHI/PI(S)/665/1022

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 Bidders) 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 Bidder)

Seal of Bidder

Dated: ___________________
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.