Notification No.: BHI/PI(S)/665/1027

FOR


VOLUME – I

(Notification, Instructions to Tenderer, Additional Conditions of Contract (ACC), Letter of Undertaking, Form of Notification & Memorandum)

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

B- 252, Street No.-5,
Smriti Nagar, Bhilai,
Chhattisgarh- 490020
Notification No.: BHI/PI(S)/665/1027  Dated: 04.06.2013


EPI is executing two projects for Bhilai Steel Plant, Bhilai, Chhattisgarh. The projects are being executed inside the Bhilai Steel Plant.

Rates, Terms & Conditions for Supply, Fabrication, Erection & Painting of Structural Steel for conveyors & Allied work have been standardized by Competent Authority of EPI.

Interested eligible parties are requested to submit acceptance of rates & conditions alongwith company profile alongwith expression of interest.

The work will be awarded to various parties for different packages as per available approved drawings and fronts.

Quantum of PQ requirements will proportionately vary depending upon value of work.

1. 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 last five years in steel plant/ power plant/ industrial building/other projects. Similar work means steel structure works for conveyor gallery/ building structure, 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 annual turnover during last three financial years ending on 31.03.2013. (Which shall depend upon volume of work).

   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, (Which shall depend upon volume of work). The bidder may also submit an undertaking as follows:

       “We undertake to submit the solvency for a minimum value of Rs...... (Which shall depend upon volume of work) from a scheduled bank within 10 days of issue of LOI/Work.

All the above documents shall be submitted duly signed, stamped by the authorize signatory of bidder and attested by a class-1 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. The documents comprising of the following are available on the website of EPI: www.epi.gov.in and www.cppp.gov.in

   i. Notification
   ii. Instructions to Bidder.
   iii. Additional Conditions of Contract (ACC)
   iv. Letter of Undertaking, Form of Notification & Memorandum
   v. Standardized rates - Vol - II
   vi. Specifications (Pkg-061 & 064 as applicable) - Vol - III
   vii. General Conditions of Contract - Vol - IV

The rates shall remain valid till further notification

3. The complete documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website. 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. Completion Certificates from Clients shall be in the name of the Company who is submitting the documents. The Bidder has to produce original documents for verification at the time of opening or as and when demanded. The documents of any Bidder shall be rejected if on detailed scrutiny of the documents submitted along with the documents are found unsatisfactory. The decision of EPI in this regard shall be final and binding on the Bidder.

Alternatively, documents can also be obtained from the General Manager, Engineering Projects (India) Ltd., B- 252, Smriti Nagar, Bhilai- 490020.

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

5. 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.

6. EPI reserves the right to accept any 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.

7. Acceptance of rates by party does not guarantee award of work.

8. 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.

9. This notification is valid upto 31.08.2013

10. Separate LOI shall be issued for Pkg-061 & Pkg-064

The 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, 10, 61
ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO BIDDERS

1.0 MODE OF SUBMISSION
The EOI is to be submitted as under and shall contain the following:

i) Acceptance to submit Earnest Money Deposit as per clause 2.0 of ‘Instructions to Bidders’ (ITT) (Shall depend upon volume of work, to be submitted before award of work).

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-III (Technical Specifications)

vi) Volume-IV (General Conditions of Contract)

vii) Volume-V (Drawings)

viii) Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the tender.

ix) Any other information as required to be submitted along-with the tender.

x) Unpriced BOQ duly signed and stamped.

The same 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 Bidders who unconditionally accept the tender conditions and agree to deposit the required Earnest Money and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered. The tenders not conveying un-conditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable shall be rejected.

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)

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……….. (shall be decided upon volume of work) as mentioned in “NIT/ITT/Memorandum” to “Form of Tender” required to be submitted alongwith the tender shall be in the form of crossed Demand Draft 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 construction 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 with over-written or erased rates, percentages, amounts or rates, percentages not written in both figures and words. In case the same are not signed and stamped.

b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.

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 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.

20.0 PAYMENT TERMS

The PAYMENT TERMS shall be as follows:-

a) 70% Payment Progressively on delivery of material at site
b) 20% on completion of erection job.
c) 10% on completion of alignment work.
d) Bill shall be raised by the party in the enclosed invoice format. Payments will be released within 15 days of receipt of invoice with all documents.

21.0 QUANTITY VARIATION

± 25% of the value of contract with no limit to variation in quantities of individual items.

22.0 COMPENSATION OF DELAY

As per clause 30 of ACC.

23.0 TIME SCHEDULE & COMPLETION TIME

a. Completion of work - to be intimated depending upon volume of work

24. VALIDITY OF OFFER – 90 days from the date of submission of acceptance

25. DEFECT LIABILITY PERIOD: As per Clause no. 74.0 of GCC.
26. USE OF STEEL:

i. **For Pkg-061**: The contractor shall have to use such items of steel as are manufactured by SAIL, RINL, Tisco, Essar, Jindal, Ispat etc. conforming to BIS standards and which are required for execution of all building structural work including pipelines etc.

ii. **For Pkg-064**: The contractor shall have to use such items of steel as are manufactured by SAIL only. If some of the steel sections are not available with SAIL then NOC is required from BSP/EPI for using of Non-SAIL steel sections from integrated steel producing plants RINL, TISCO, ESSAR, JINDAL, ISPAT conforming of BIS standards.
**ADDITIONAL CONDITIONS OF CONTRACT (ACC)**


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 mutually decided upon volume of work. The date of commencement shall be reckoned from the day of issue of LOI / Order to the Party.

3. **SCOPE OF WORK:**


   3.1 Construction water and power supply shall be provided free of cost at one point for erection activities inside the BSP area. Party has to make its own arrangement for further distribution. However power supply and other arrangements at fabrication workshop shall be the responsibility of bidder, the quoted price will be inclusive of all arrangements.

   3.2 The bidders shall agree firm prices in the format of Price Schedule only.

   3.3 The price shall remain firm and free of any escalation till completion of work.

4. All Taxes, Duties, Sales Taxes, Cess, VAT, WCT, Royalties, Service Tax, other Statutory Levies etc. besides all direct and indirect cost of works, infra-structures are included in the party’s quoted rates.

5. Payment of all extra / substituted / variation items etc. related to PARTY’s scope of work admitted and paid by Client, if any, shall be made by EPI to PARTY accordingly. Any claim of PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.
6. In case PARTY is awarded the works and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of works, as determined by EPI/Client then EPI shall give 7 days written notice to party to achieve the specified quality and / or to deploy adequate resources to the satisfaction of EPI, for timely completion of works. Upon expiry of the notice period, if PARTY fails to achieve specified quality and/or fails to take action for timely completion of works, then EPI shall have option to withdraw the remaining work partly or in full from PARTY and get the same executed at the risk and cost of PARTY from alternative agency/agencies besides encashment of the guarantees submitted by the PARTY to EPI. The decision of EPI is this regard shall be final and binding on the PARTY.

7. The PARTY shall take insurance cover at its own cost towards Workmen Compensation Act for its own worker, employees and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the PARTY against work done. The PARTY shall assist EPI in follow-up with insurance company in case of any claim related to PARTY’s scope of work. EPI shall not be liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever. The insurance cover for the complete project shall be arranged by EPI at its own cost.

8. The PARTY shall be fully responsible to complete the works in workmen like manner to the satisfaction of Owner/Client and EPI by maintaining quality and precision as per Terms & Conditions, Specifications, Drawings etc. within contractual completion period and within their quoted rates / amount.

9. The party 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.

10. The PARTY shall adhere to all safety rules and norms as applicable for execution of similar works inside Bhilai Steel Plant at no extra cost to EPI.

   **Erection of structural items will have to be done up to a height of around 52 (Fifty Two) meters**

11. The PARTY shall take the labour license at their own cost and comply with all the requirements as per labour laws / acts. All the records in this regard shall be maintained by PARTY as per statutory requirements and rules and shall be produced by the PARTY on demand if required.
12. The PARTY shall be responsible for obtaining all approvals from the Owner / Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI.

13. In case of non-approval of PARTY’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 PARTY shall have no claim / liability on EPI.

14. All statutory deductions will be made as per relevant act/rules/guidelines.

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

16. The work executed by PARTY 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 PARTY at no extra cost to EPI.

17. 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.

18. 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.

19. The PARTY shall ensure compliance with all Central, State and Local laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the works and shall indemnify EPI against any claim for damages whatsoever on such accounts. The PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property Rights.

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

21. EMD is to be given by Demand draft/ BG.

22. Clause no. 9 of GCC 10 days to be read as 7 days. & modified
23. Clause no. 28.3, of GCC not applicable.

24. Clause no. 35 of GCC Secured advance against non-perishable material may be paid against submission of BG in the format of advance BG initially valid for 3 months and shall be extended till the advance is recovered.

25. Clause 37, 42.1 (viii), of GCC not applicable.

26. Clause no. 52 of GCC as applicable for this work.

27. Clause no. 69.1 (iv) 10% to be read as 15%.

28. Clause no. 72.1 compensation will be $\frac{1}{2}$ % per week with a maximum of 5% of tender cost.

29. 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.

30. Following technical staff will be deployed at site failing which the amount indicated will be recovered from the running bills.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>No.</th>
<th>Recovery Amount (per person/month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lead Discipline Engineer having minimum 15 years experience</td>
<td>1</td>
<td>Rs. 50,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Site supervisor having minimum 1 year experience</td>
<td>4</td>
<td>Rs. 15,000.00</td>
</tr>
</tbody>
</table>

Number of technical staff may vary as per quantum of work awarded to the party.
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)


NIT No.: BHI/PI(S)/665/1027

<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>Supply, Fabrication, Erection &amp; Painting of Structural Steel for conveyors &amp; Allied work</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>Shall be decided upon volume of work, bidder to agree to submit the same before award of work.</td>
</tr>
<tr>
<td>v.</td>
<td>Time of completion of work</td>
<td>NIT</td>
<td>to be intimated depending upon volume of work</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 offer</td>
<td>4.0</td>
<td>90 days from the date of acceptance</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></td>
<td>Description</td>
<td>Value</td>
<td>Details</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------</td>
<td>-------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>NIL</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. 25 of ITT.</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>

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : ________________________________________________

OCCUPATION

ADDRESS

________________________________________________________

SEAL OF BIDDER
FORM OF TENDER

To,

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


NIT No.: BHI/PI(S)/665/1027

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”)


NIT No.: BHI/Pl(S)/665/1027

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.