TENDER DOCUMENT

TENDER No.: BHI/PI(S)/675/1004

FOR

Tender for Supply of Color Coated GI sheets and FRP Sheets for Augmentation of Fuel & Flux Crushing Facilities.” (Package - 064), Bhilai Steel Plant, Bhilai at Chhattisgarh

VOLUME – I

(Revised 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)
REVISED NOTICE INVITING TENDER

NIT No.: BHI/PI(S)/675/1004  Dated: 15.10.2013

Tender for Supply of Color Coated GI sheets and FRP Sheets for Augmentation of Fuel & Flux Crushing Facilities.” (Package - 064), Bhilai at Chhattisgarh

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.

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<thead>
<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Completion period</th>
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<tr>
<td>1.</td>
<td>Tender for Supply of Color Coated GI sheets and FRP Sheets</td>
<td>As per ACC</td>
</tr>
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</table>

The brief scope of work included in this tender shall be in the battery limit of (PKG- 064). 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 09.10.13 to 21.10.13 (till 3:00 PM)

ii) Last Date & Time of Submission of Tenders  21.10.13 by 3.30 PM

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid)  21.10.13 at 04.00 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 similar work in industrial projects for which documentary evidence like certificates from client and copy of WO/ certified invoice shall be submitted. The bidder should either be manufacturer/ authorized dealer/ sheet formation unit.

All the above documents shall be submitted duly signed, stamped by the authorized signatory of bidder and attested by class-1 gazetted officer / notary public.
2.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in and www.cppp.gov.in

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

Vol-I
Vol-II
Vol-III

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 Addl. General Manager (S/I)-Pkg-064, Engineering Projects (India) Ltd., B-252, Smriti Nagar, Bhilai- 490020 from 09.10.13 to 21.10.2013 (till 03.00 PM) on request against tender fees (Non-Refundable) of Rs.1000.00 (Rupees One Thousand only) by crossed Demand Draft/Banker’s cheque 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.1.70 Lac (Rupees One Lac Seventy Thousand only) in the form of crossed Demand Draft 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 Safety PPEs as applicable for similar works inside the plant need to be strictly complied with.

6.0 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. Intended bidders are requested to visit the site to acquaint themselves fully with the site conditions before submitting their bids.

7.0 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.
8.0 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.

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:

ADDL. GENERAL MANAGER (S/I)- Pkg-064
ENGINEERING PROJECTS (INDIA) LTD.
B- 252, Street No. - 5,
Smriti Nagar
Bhilai- 490020 (C.G)
Mobile No. +919425296110
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 4.0 of ‘Instructions to Bidders’ (ITT).
ii) Unpriced BOQ duly signed and stamped
iii) Letter of Undertaking for un-conditional acceptance of the tender conditions as per proforma given in ITT.
iv) Pre-Qualification Documents and Credentials as per clause no. 1.0.
v) Volume-I (Notice Inviting Tender (NIT), Instructions To Tenderer, Additional Conditions of Contract (ACC), Letter of Undertaking, Form of Tender & Memorandum) 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).
vi) Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the tender.

This envelope shall be marked as:

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

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

ENVELOPE – 2:-
This ENVELOPE shall contain only the Volume-II 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 and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such 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 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.

3.0 FOR ITEM RATE TENDERS
The rate quoted shall remain firm till completion of the job.

3.1 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.

3.2 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.
3.3 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

4.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit of Rs. 1.70 lac (Rupees One Lac Seventy 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 payable in favour of ‘Engineering Projects (India) Ltd.’ at Bilai (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.

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 3 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 the details provided and instructions of Engineer-in-charge.

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 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 political situations and other factors having bearing on the execution of the works. No claim of the agency 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 either by Bank guarantee 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

i) No mobilization advance will be paid.
ii) 95% against delivery of material.
iii) 5% after 1 month of delivery of material.

21.0 QUANTITY VARIATION

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

22.0 VALIDITY OF OFFER – 30 days from the date of opening of price bid.

23.0 DEFECT LIABILITY PERIOD: Twelve months from the date of handing over of last completed works.
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

Tender for Supply of Color Coated GI sheets and FRP Sheets for Augmentation of Fuel & Flux Crushing Facilities.” (Package - 064), Bhilai Steel Plant, Bhilai at Chhattisgarh

1. SCOPE OF WORK:

Supply of Color Coated GI sheets and FRP Sheets for Augmentation of Fuel & Flux Crushing Facilities.” (Package - 064), Bhilai Steel Plant, Bhilai at Chhattisgarh as per Specifications, Data Sheet and BOQ given in the Tender Document.

2. Terms and Conditions

   i. Taxes and duties: Shall be paid extra as applicable.

   ii. Price basis: FOR site.

   iii. Delivery: Material will be offered for inspection within 25 days from the date of issue of LOI & material will be supplied at site within 5 days from the date of issue of Dispatch Clearance Certificate.

   iv. MTC and other requisite documents for obtaining necessary clearance from client shall be provided along with material.

   v. Material should be supplied as per data sheet provided in tender documents elsewhere.

   vi. All material being supplied shall be properly packed to avoid damage, dents mark during loading, unloading and in transit. Any damaged material should be replaced immediately without any financial implication.

   vii. 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.

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

x. 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.
MEMORANDUM

Tender for Supply of Color Coated GI sheets and FRP Sheets for Augmentation of Fuel & Flux Crushing Facilities.” (Package - 064), Bhilai Steel Plant, Bhilai at Chhattisgarh

NIT No.: BHI/PI(S)/675/1004

<table>
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<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>Supply of Color Coated GI sheets and FRP Sheets for Augmentation of Fuel &amp; Flux Crushing Facilities.” (Package - 064),</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 Contract</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>1.70 Lac (Rupees one lac seventy thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of contract</td>
<td>NIT</td>
<td>As per ACC</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</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. 20.0 of ITT.</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 5 days from date of issue of LOI.</td>
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<td></td>
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<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>12 months</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>Arbitration shall be as per Annexure-I.</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**
LETTER OF UNDERTAKING

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

Tender for Supply of Color Coated GI sheets and FRP Sheets for Augmentation of Fuel & Flux Crushing Facilities.” (Package - 064), Bhilai Steel Plant, Bhilai at Chhattisgarh

NIT No.: BHI/PI(S)/675/1004

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 of tender, I / we agree that my/our tender shall be summarily rejected.

Yours faithfully,

(Signature of the Bidder)
Seal of Bidder

Dated: __________________
FORM OF TENDER

To,

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

REF.: Tender for Supply of Color Coated GI sheets and FRP Sheets for Augmentation of Fuel & Flux Crushing Facilities.” (Package - 064), Bhilai Steel Plant, Bhilai at Chhattisgarh

NIT No.: BHI/PI(S)/675/1004

1. I/We hereby tender for surveying work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents as per separately signed and accepted rates in the Bill of Quantities quoted by me / us in accordance with the Notice Inviting Tender, Conditions of Contract, workmanship, Bill of Quantities, and other documents of Tender.

2. It is agreed that the duration of deployment of our surveyors shall be initially for 6 (six) months which may be extended further at the sole discretion of EPI, keeping terms and conditions unaltered.

3. I/We agree to pay the Earnest Money / Security Deposit 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.

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. 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 _______________________________
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.