NOTICE INVITING TENDER

NIT No.: SRO/MKT/TH/260

Engineering Projects (India) Ltd. invites sealed item rate tender for "Establishing Batching Plant & Supplying Concrete at Site for the project ‘Construction of Hangars and other Utility Buildings for Package Civil II & III for Hindustan Aeronautics Ltd. (HAL) at Ojhar, Nasik” from eligible and interested bidders for items as specified in Bill of Quantities/Price Schedule and as per enclosed Instructions to tenderers (ITT) and detail technical specification.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establishing Batching Plant &amp; Supplying Concrete at Site for Construction of Hangars and other Utility Buildings for Package Civil II &amp; III for Hindustan Aeronautics Ltd. (HAL) at Ojhar, Nashik.</td>
<td>Rs 350.00 lakhs</td>
<td>3 (Three) months</td>
</tr>
</tbody>
</table>

The detailed scope of work is given in the tender documents.

Time schedule of tender activities.
(i) Date & Time for downloading/collection of tender documents:
    From 13.03.2014 to 25.03.2014 upto 3.00 pm

(ii) Last Date & Time of Submission of Tenders: 25.03.2014 upto 4.00 pm.

(iii) Date & Time of Opening tenders (Techno-commercial part): 25.03.2014 at 4.30 pm

1.0 Bidders who fulfill all the following qualifying criteria shall be eligible to apply. The Joint Ventures are not accepted.

a) Contractors who are having computerized Batching plant of minimum Capacity 30cum/hr and having similar experience in providing Concrete by installing Batching Plant at site or supplying concrete of minimum quantity of 4500 cum and above in a year can participate. Work should have been done during the last 5 years.

b) Documentary evidence such as attested copy of award letter and completion certificates/performance certificates of previous works executed by bidder giving name and address of clients, value of each of the works done/completed, completion period, date of completion should be submitted by the Bidder.

c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years ending 31.03.2012, duly certified by the chartered Accountant.

d) Should have valid PAN (Permanent Account Number of Income Tax).

e) It is desired that the bidder should have valid PF Registration No / VAT Registration number in the State of Maharashtra. In case the bidder does not have valid PF registration No. / VAT registration number, the same shall be obtained by the successful bidder within one month from the date of LOI or before release of 1st R/A bill whichever is earlier.

f) Should have valid Service Tax Registration no in the relevant applicable category.

g) Should have annual turnover in the last three years of at least 30% of the estimated cost during the immediate last three consecutive financial years ending on 31.03.2012 duly certified by Chartered Accountant / Audited Balance Sheets.

Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he has record of poor performance such as abandoning
work, not properly completing the work, delay in completion of work, poor quality of work, financial failure/weakness etc.

2.0 Tender documents comprising of the following are available on the websites: www.epi.gov.in/www.eprocure.gov.in

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>i)</td>
<td>Notice Inviting Tender</td>
</tr>
<tr>
<td>ii)</td>
<td>Instructions to Tenderers</td>
</tr>
<tr>
<td>iii)</td>
<td>Memorandum</td>
</tr>
<tr>
<td>iv)</td>
<td>General Conditions of Contract (available on EPI's website:www.epi.gov.in)</td>
</tr>
</tbody>
</table>
v) | Additional Conditions of Contract |
|vi) | GCC & SCC of HAL, Technical Specifications |
vii) | Bill of Quantities/Price Schedule |

3.0 Documents as mentioned above at Sl. No. 1.0 duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent 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 tenderer shall be rejected, if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory/ forged. The decision of EPI in this regard shall be final and binding on the tenderer.

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

5.0 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 the tender at its sole discretion.

6.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the www.epi.gov.in / www.eprocure.gov.in. The bidders are required to check
EPI's website regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped.

The Tender documents shall be issued by and submitted to:

The General Manager
Engineering Projects (India) Ltd.
3-D, East Coast Chambers
92, G.N. Chetty Road
T.Nagar, Chennai 600 017
Ph.No. 044-28156421, 044-28156886, 044-28157106
Fax No. 044-28156629
**MEMORANDUM**  
(ENCLOSURE TO FORM OF TENDER)

**REF:** Tender for “Establishing Batching Plant & Supplying Concrete at Site for the project ‘Construction of Hangars and other Utility Buildings for Package Civil II & III for Hindustan Aeronautics Ltd. (HAL) at Ojhar, Nasik”

**NIT No.:** SRO/MKT/TH/260 dt. 13.03.2014

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>“Establishing Batching Plant &amp; Supplying Concrete at Site for the project ‘Construction of Hangars and other Utility Buildings for Package Civil II &amp; III for Hindustan Aeronautics Ltd. (HAL) at Ojhar, Nasik”</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Hindustan Aeronautics Limited, Nasik</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>NIL</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 350.00 lakhs (Rupees Three hundred Fifty Lakhs Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>03(Three) Months</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>NIL</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td></td>
<td>As mentioned in the BOQ</td>
</tr>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>-</td>
<td>90 (Ninety) days from the date opening of bid</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>-</td>
<td>NIL</td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% (Five Percent Only) of the gross amount of each running bill will be deducted.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned 10 days from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>18 (eighteen) months from the date of taking over works by client.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>76</td>
<td>Arbitration shall be as per provisions of clause no. 76 of GCC. The venue of Arbitration shall be EPI, Chennai</td>
</tr>
<tr>
<td>xvii)</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts in Chennai</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : _________________________________________

OCCUPATION __________________________________________________________

ADDRESS ____________________________________________________________

SEAL OF TENDERER ________________________________
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)
(TO BE TYPED ON LETTER HEAD)

Engineering Projects (India) Ltd.
3-D, East Coast Chambers,
92, G.N. Chetty Road,
T.Nagar, Chennai – 600 017

REF. : Tender for “Establishing Batching Plant & Supplying Concrete at Site for the project ‘Construction of Hangars and other Utility Buildings for Package Civil II & III for Hindustan Aeronautics Ltd. (HAL) at Ojhar, Nasik”

NIT No. : SRO/MKT/TH/260 dt. 13.03.2014

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 (GCC) the Tender Documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
Date:
FORM OF TENDER
(TO BE TYPED ON LETTER HEAD)

Engineering Projects (India) Ltd.
3-D, East Coast Chambers,
92, G.N. Chetty Road,
T.Nagar, Chennai – 600 017

REF. : Tender for “Establishing Batching Plant & Supplying Concrete at Site for the project ‘Construction of Hangars and other Utility Buildings for Package Civil II & III for Hindustan Aeronautics Ltd. (HAL) at Ojhar, Nasik”

NIT No. : SRO/MKT/TH/260 dt. 13.03.2014

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 10 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 proforma as referred to in condition of NIT.

Date the __________________________ day of _______________________________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : _________________________________________

OCCUPATION

ADDRESS

_________________________________________

SEAL OF TENDERER
ADDITIONAL CONDITIONS OF CONTRACT

1. These Additional Conditions of Contract (ACC) shall be read in conjunction with the GCC of EPI and shall form a part of the tender/contract documents. If there are any provisions / conditions in these Additional Conditions of Contract, which are at variance with the provisions / conditions of General Conditions of Contract of EPI / Client or mentioned elsewhere in the tender, the provisions / conditions in these Additional Conditions of Contract shall take precedence.

2. Tender Documents: Following documents shall form the part of contract Documents
   
a) Notice inviting the Tender
b) Instructions to Tenderers
c) Letter of Undertaking
d) Form of Tender
e) Memorandum
f) Additional Conditions of Contract
g) Technical Specification, GCC & Additional Conditions of Client (i.e. HAL, Aircraft Division, Nashik) for Package-Civil II & III
h) General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in>Tenders > GCC
j) Bill of Quantities/Price Schedule

3. EPI shall act as the principal contractor and the contractor shall supply the concretes of different grades to the nearest point of formwork as per the rates specified in the Bill of Quantities/Price Schedule and as per terms and conditions of the present tender/contract by establishing a batching plant of capacity 30 cum/hr or more including transit mixer(s), pump(s), machinery, DG set and such other tools and plant as required for satisfactory and successful performance under the contract.

It shall be the responsibility of the contractor to get design mix established for the specified grades of concrete with the materials he intends to use. The charges towards establishing such design mixes in an approved laboratory including the cost of materials except cement and transportation of the materials including cement to the approved
shall be deemed to be included in the rates specified in the Bill of Quantities/Price Schedule. EPI shall entertain no claim from the contractor in this respect.

4. Scope of work: The scope of work under the present tender/contract shall consist of the works at the rates as specified in the Bill of Quantities/Price Schedule by establishing a concrete batching plant of minimum capacity 30 cum/hr inclusive of all machinery and transit pumps, pipelines, end hose, couplings, concrete pump, manpower, storage silos for cement, consumables like diesel, lube oil, safety appliances, grease, lubricants, and all construction materials like coarse and fine aggregates, admixtures including their storage and handling except cement. Cement will be supplied loose by EPI in bulkers and the contractor shall remain bound to take prompt delivery of the cement from the bulkers by pump or any other suitable method without any wastage or spillage of cement.

5. The contractor confirms that he has read, understood, have copies of the tender documents and have visited the site and submitted his offer based on the tender documents of the present tender/contract and caters to all the requirements of the works under the present tender/contract.

3. Taxes and Duties:

Labour welfare/Labour Cess deduction as specified in contract document will be borne/paid by EPI for the Project. However payment of all other taxes, duties, VAT, Cess, levies, Octroi, Entry tax, Royalties, Turnover Tax, Service Tax and other expenses etc. applicable on the contractor’s Contract value shall be the responsibility of The Contractor and is to be included in the rates/prices as specified in the Bill of Quantities/Price Schedule.

4. All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by the Contractor for his portion of work. The amount/rate quoted in his offer by the Contractor to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, levies, royalties, octroi, entry tax, VAT, WCT/TOT, service
tax, labour welfare cess etc., all transportation charges including for cartage of issue material, electricity and water charges, site offices expenses, labour camp, bank guarantee charges, insurance charges, EPF/CPF/Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. The Contractor shall comply with all the requirements laid down as per ‘Tender Documents’ as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc. for the project.

Except Cement all other materials to be arranged by The Contractor. Requirement of cement shall be raised by Contractor at least 15 days in advance of requirement. Consumption of Cement shall be as per theoretical consumption. Allowable wastage of cement for production of Concrete is 2%. Any wastage other than this will be recovered as per purchase cost.

At the time of submission of Bill Contractor shall properly account for the materials issued to him and certify that balance materials supplied is available at site.

6. The Contractor shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed by him at the project site and shall furnish documentary proof of the same to EPI as and when demanded failing which no payments shall be released to The Contractor against work done. The Contractor shall assist EPI in follow up with insurance company in case of any claim related to any portion of work executed by the Contractor.

7. Earnest Money Deposit submitted by the Contractor along with his offer as security to un-conditionally abide by his quoted offer shall be kept valid for a period 120 days. The EMD is liable to be forfeited if the Contractor revokes/withdraws its offer during its validity or extended validity period of offer. In case of revocation/withdrawal of offer by
Contractor after signing of this agreement also and during its validity or non-start of work within stipulated time and non submission of performance security/any other security etc. if required to be submitted by the Contractor to EPI, EPI shall be at liberty to forfeit the EMD and get the work executed at the risk & cost of the Contractor. The decision of EPI in this regard shall be final & binding on the Contractor.

8. Amount @5% of the bill value shall be deducted from each running bill till 5% of the contract sum is reached by way of retention money.

9. Payment terms: shall be made fortnightly as per the consumption of concrete and approval of cube test results by the Client/Client’s Consultant. The Quantity for the purpose of release of payment to the Contractor shall be as per the actual quantity measured at site and certified by Client/Client’s Consultant.

However, the Contractor shall have no claim on EPI in case the payments are delayed by the Client due to any reason whatsoever.

10. The Contractor shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within the contractual completion period and within their quoted rates/amount. All quality procedures of EPI/HAL are to be followed and all records are to be maintained. In case Client reduces or increases scope of work related to the Contractor’s portion of work, the same shall be binding on him and he has to execute the works as per increased/reduced scope of work without any alteration in the rates as specified in the Bill of Quantity/Price Schedule.

11. In case the Contractor is awarded the “Works” and he 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 15 days’ written notice to him 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 the Contractor fails to achieve specified quality and/or fails to take action for timely completion of “Works”, then EPI shall be at liberty to withdraw the remaining work partly or in full from the Contractor and get the same
executed at the risk and cost of the Contractor from alternative agency/agencies besides encashment of the guarantees submitted by the Contractor to EPI. The decision of EPI in this regard shall be final and binding on the Contractor.

12. The Contractor shall be responsible for timely completion of the “Works” within the contractual completion period. Liquidated Damages/Compensation for delay, if any imposed /deducted from EPI’s bills by Client due to performance by the Contractor pertaining to his scope of works shall be recovered from his bills or other dues.

13. Issues related to interpretation and claims, if any, related to CONTRACTOR’s scope of work, arising out of contract between EPI and Client shall be referred with full justification by CONTRACTOR to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on CONTRACTOR. EPI at its option may associate the CONTRACTOR in the above process of settlement for CONTRACTOR's portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and CONTRACTOR in proportion of CONTRACTOR's offer and EPI's mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and CONTRACTOR in proportion of CONTRACTOR's contract price with EPI and EPI's mark up towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if any, shall be borne by CONTRACTOR alone and the CONTRACTOR shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the CONTRACTOR, which are not paid by the Client.

14. The CONTRACTOR shall post adequate competent engineers and supervisory staff at site for day-to-day execution and supervision of its works etc. during the entire duration of the contract including maintenance/defect liability period. EPI shall exercise overall management, monitoring and coordination of project.

15. The CONTRACTOR shall hold EPF Code number, CST-TIN, VAT-TIN/Sales tax on Works contract number, Service tax registration number, PAN (Permanent Account
Number of Income Tax) etc. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and Service tax, other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The CONTRACTOR shall also be responsible for labour welfare and for arranging labour and other licenses/ permits/ clearances etc. for the project at their own cost. In case EPI has to take labour license or and other licenses, all expenditure towards the same shall also be borne by the CONTRACTOR. The CONTRACTOR shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by CONTRACTOR as per statutory requirements and rules and shall be produced by the CONTRACTOR on demand if required.

16. The CONTRACTOR will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client’s Consultants, all other agencies including Government and Statutory bodies etc. shall be done through EPI only. CONTRACTOR shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc. as required by EPI/ Client for proper execution and successful completion of the “Works”.

17. The CONTRACTOR shall plan and execute the “Works” in his scope of work in such a manner that the other works, connected with the “Works” of the CONTRACTOR, but not included in CONTRACTOR’s scope of work, do not get affected/delayed.

18. The CONTRACTOR shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. The equipment should either be owned by the CONTRACTOR or hired/leased. The deployment of equipment by CONTRACTOR shall be as decided by EPI and the same shall not be less than the minimum deployment stipulated by the Client, if any, for execution of “Works” and as per schedule agreed with EPI. The CONTRACTOR shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought
to site shall not be allowed to be removed without the consent of EPI. In case the CONTRACTOR fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of CONTRACTOR, including from its bank guarantees available with EPI.

19. CONTRACTOR 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 or damages whatsoever on such accounts. The CONTRACTOR shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

20. The work executed by CONTRACTOR shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, and Inspecting Agencies of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/substandard 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 without any cost to EPI. In case CONTRACTOR fails to rectify the defect/sub-standard work within the time period stipulated by EPI, EPI shall get it rectified at the risk and cost of CONTRACTOR and shall recover the amount from the dues of the CONTRACTOR.

21. EPI has made this contract with the CONTRACTOR on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of CONTRACTOR submitted by CONTRACTOR to EPI. In case, at a later stage it is found that the CONTRACTOR has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of CONTRACTOR with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate the order solely at its option. In this eventuality the CONTRACTOR shall be liable for the losses suffered by EPI and further CONTRACTOR shall have no claim on EPI, whatsoever.

22. The “Parties” (i.e. EPI and the Contractor) shall make efforts to settle disputes, if any, amicably. 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 the “Parties”. Arbitration will be according to “Conciliation & Arbitration” clause, which is enclosed at Annexure–I.

23. The Technical Specification, GCC & Additional Conditions of Client (i.e. HAL, Aircraft Division, Nashik) for Package-Civil II & III shall be applicable between EPI and the CONTRACTOR on mutatis mutandis basis. However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions / exemptions shall not be applicable to the CONTRACTOR. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on CONTRACTOR.

24. The Concrete produced shall be as per Mix Design approved by Client, minimum cement content as specified in Bill of Quantities/Price Schedule and as per relevant IS Codes & Specification of HAL.

25. Quantity Variation
The quantity mentioned against individual items in the Price Bid of the tender are tentative and these individual item may vary to any extent. The actual quantities may vary due to actual work condition of the site or due to any other reasons. The tendered rates shall remain firm.
No Idle charges shall be paid.

26. The type and quality of Materials & their Testing shall be governed by Technical Specification & Addendum of HAL. The CONTRACTOR shall at his own cost provide all types of manpower for filling cubes and equipments, curing tanks to carry out test of Concrete as per tender specifications. The CONTRACTOR shall solely be responsible for the safety, quality and quantity and storage of the material.

27. Electricity
Contractor has to make own arrangement.

28. Water
Contractor shall make own arrangement.
CONCILIATION AND ARBITRATION

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part-III of the Arbitration and Conciliation Act.1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration: -

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works thereunder 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 Contractor 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 Contractor, 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 herein 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 Contractor 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 in OM No. 4(1)/2011-DPE (PMA)-GL dated 12.06.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.