TENDER DOCUMENT

TENDER No.: BHI/PI(s)/675/1015

FOR

Tender for Providing and Installing Cast-in-situ vertical bored Piles in Coke Sorting Plant area on “as is where is basis’ for “Augmentation of Fuel & Flux Crushing Facilities (Package No.-064)”, of Bhilai Steel Plant, Chhattisgarh.

VOLUME – I

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

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

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

NOTICE INVITING TENDER  

NIT No.: BHI/PI(S)/675/1015                Date: 03.11.2014

Tender for Providing and installing cast-in-situ vertical bored piles in Coke Sorting Plant area for the project of “Augmentation of Fuel and Flux Crushing Facilities (Package-064)”, of Bhilai Steel Plant, Chhattisgarh.

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Descriptions</th>
<th>Period of completion</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Providing and installing cast-in-situ vertical bored piles in Coke Sorting Plant area as per drawings, specifications, etc.</td>
<td>60 days (Sixty days)</td>
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</tbody>
</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 03.11.2014 to 10.11.2014 (11.00 AM to 04.00 PM)  

ii) Last Date & Time of Submission of Tenders : 11.11.2014 by 2:00 PM  

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid) : 11.11.2014 at 2:30 PM  

1.0 Tenderer who fulfill the following eligibility criteria shall be eligible to apply. The joint ventures are not accepted.

i. The Tenderer should have similar work experience for a value not less than 24 lakhs in a single contract during two preceding year.
ii. The Tenderer should have a valid PAN no. (Permanent Account Number) of Income tax.

iii. The Tenderer should have valid PF registration number.

All the above documents shall be submitted duly signed, stamped by the authorized signatory of bidder and attested by a class-1 gazetted officer / notary public.

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

2.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in and Central Public Procurement: www.eprocure.gov.in.

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<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Notice Inviting Tender (NIT)</td>
</tr>
<tr>
<td>ii)</td>
<td>Instructions To Tenderers.</td>
</tr>
<tr>
<td>iii)</td>
<td>Additional Conditions of Conditions (ACC)</td>
</tr>
<tr>
<td>iv)</td>
<td>Letter of Undertaking</td>
</tr>
<tr>
<td>v)</td>
<td>Form of Tender</td>
</tr>
<tr>
<td>vi)</td>
<td>Memorandum</td>
</tr>
<tr>
<td>vi)</td>
<td>Price Bid</td>
</tr>
<tr>
<td>vii)</td>
<td>General Conditions of Contract (GCC)</td>
</tr>
<tr>
<td>viii)</td>
<td>Technical Specifications and Tender Drawings</td>
</tr>
</tbody>
</table>

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 and CPP website. The tender fees (Non-Refundable) of Rs. 1,500.00 (Rupees Fifteen Hundred 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. Completion Certificates from clients shall be in the name of the Company who is submitting the tender. The Contractor 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. The decision of EPI in this regard shall be final and binding on the tenderer.

b) Alternatively Tender documents can also be obtained from the Additional General Manager, Engineering Projects (India) Ltd., B- 252, Smriti Nagar, Bhilai- 490020 from 11.00 AM to 04.00 PM on all
working days (Monday to Saturday) except Public Holidays, on request against tender fees (Non-Refundable) of Rs. 1,500.00 (Rupees Fifteen Hundred only) by crossed Demand Draft/Banker’s cheque favouring “Engineering Projects (India) Ltd.” payable at Bhilai. Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory.

4.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of **Rs. 75,000/- (Rupees Seventy Five Thousand Only)**. This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favouring, “Engineering Projects (India) Ltd.”, payable at Bhilai, favouring “Engineering Projects (India) Ltd., Bhilai”. The EMD shall be valid for minimum period of 90 days (Ninety Days) from the last day of submission of Tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

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

6.0 Extra Care is to be taken during execution of work as this work is to be executed near existing running facilities inside the plant.

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. The corrigendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.epi.gov.in and CPP website www.eprocure.gov.in only. The intending tenderers 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**  
**ENGINEERING PROJECTS (INDIA) LTD.,**  
**B- 252, Street No. - 5,**  
**Smriti Nagar,**  
**Bhilai- 490020 (C.G)**  
**Mobile No. 09425296110**
ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO TENDERERS

1.0 MODE OF SUBMISSION
The tender is to be submitted in two separate sealed covers marked as under:

ENVELOPE-1:-

This ENVELOPE shall contain the following:

i. Earnest Money Deposit as per clause 2.0 of ’Instructions to Tenderers’ (ITT).
ii. Letter of Undertaking for un-conditional acceptance of the tender conditions as per proforma given in ITT.
iii. Pre-Qualification Documents and Credentials as per clause no. 1.0 and 2.0 of NIT.
iv. Tender document i.e Volume I, III & IV and Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by tenderer. 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 tenderer).
v. Un-priced copy of price bid
vi. Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the tender.
vii. Any other information as required to be submitted along-with 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 tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of tender at place of receipt of tender by due date and time fixed for tender receipt. All the envelopes shall be addressed to the authority who has invited the tender as mentioned in “Notice Inviting Tender”.

1.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money 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 tenderers 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 tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the ‘Price-Bid’ /tender.

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 amount as mentioned in “NIT/ITT/Memorandum” to “Form of Tender” required to be submitted alongwith the tender shall be in the form of Demand Draft payable at place as mentioned in “NIT/ITT” in favour of EPI Limited from any Nationalized / Scheduled Bank. The EMD shall be valid for a minimum period of 90 (Ninety) days from last day of submission of Tender.

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

4.1.1 The tenderers 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 tenderer. Each page of the tender should be signed by the tenderer. 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 entered against each item in Bill of Quantities where quantities or LS (lump-sum) has been mentioned. The cost of item against which the Contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by Contractor. No rate is to be quoted against items for which no quantity is given. However, the Contractor has to quote rate against “LS” items.

5.0 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.

6.0 The witnesses to the Tender / Contract Agreement shall be other than the tenderer/tenderers 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 who would be responsible for taking instructions from Engineer-in-Charge or its authorised representative shall be intimated by the Contractor with in 07 days of issue date of telegram / letter / telex / fax of Intent by EPI.

10.0 The tenderer 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 tenderer 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 employee 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”, which shall be reckoned from the 10th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.

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 tenderers 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 drawings given with the tender documents are TENDER DRAWINGS and are indicative only.

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.

   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with inadequate amount of EMD.
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 tenderer whatsoever.

e) If the tenderer 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.

f) Tenders without Tender Fees or with inadequate amount of Tender Fees.

18.0 Submission of a tender by the tenderer 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 project.
ADDITIONAL CONDITIONS OF CONTRACT
FOR PROVIDING AND INSTALLING CAST-IN-SITU VERTICAL BORED PILES IN
THE COKE SORTING PLANT AREA FOR “AUGMENTATION OF FUEL AND FLUX
CRUSHING & SCREENING FACILITIES (PACKAGE-064)” OF BHILAI STEEL PLANT

1.0 The following Additional Conditions of Contract shall be read in conjunction with
General Conditions of Contract. If there are any provisions in these Additional
Conditions of Contract, which are at variance with the provisions of General
Conditions of Contract, the provisions in these Additional Conditions of Contract
shall take precedence.

2.0 GENERAL INFORMATIONS

Bhilai Steel Plant (BSP), is located at Bhilai in Durg district of the state
Chhattisgarh in central region of India. Bhilai is about 12 kms from Durg. Bhilai / Durg railway station are on the Howrah - Mumbai rail line of the Indian railways.

In Bhilai Steel Plant (BSP) Augmentation of Fuel & Flux Crushing Facilities Pkg.-064 is being executed. The work is to be carried out inside the plant with in the battery limit of package-064.

3.0 SCOPE OF WORK:

The broad objective of this assignment is “Providing and installing cast-in-situ vertical bored piles in Coke Sorting Plant area for the project of “Augmentation of Fuel and Flux Crushing Facilities (Package-064), of Bhilai Steel Plant, Chhattisgarh

The scope of services shall thus cover the following major tasks but shall not be limited to following:

3.1 PROVIDING AND INSTALLING CAST-IN-SITU VERTICAL BORED PILES IN
COKE SORTING PLANT AREA OF AUGMENTATION OF FUEL AND FLUX
CRUSHING & SCREENING FACILITIES (PACKAGE-064):

3.1.1 Scope

The scope of work includes “Providing and installing cast-in-situ vertical bored piles in Coke Sorting Plant area of augmentation of fuel and flux crushing & screening facilities (Package-064).”

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.

The main scope of work includes:-
a) The scope of work includes providing and installing cast-in-situ vertical bored piles in Coke Sorting Plant area of augmentation of fuel and flux crushing & screening facilities (package-064)
b) All tools tackles, cranes, handling equipments, consumables, Ready Mix Concrete, reinforcement steel etc. are included in the scope of work.
c) Power supply shall be given free of cost at one point in the working area. Party has to make it's own arrangement to supply power to different areas from there.

4. APPROVED MANUFACTURER OF MAJOR MATERIALS:

   i. Portland Slag Cement of ACC/JAYPEE.
   ii. Admixture of FOSROC.
   iii. Use of Steel: The Contractor shall have to use such 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 like RINL, TISCO, ESSAR, JINDAL, ISPAT conforming to BIS standards.

5. Taxes & Duties

   All taxes and duties are included in the quoted price except service tax which will be paid extra on submission of documentary evidence.

6. The price is firm and free from any escalation till completion of job.

7. The Tenderer shall take insurance cover at its own cost towards Workman Compensation Act for its own worker, employees and for the Plant & Equipment deployed by the Tenderer at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the Tenderer against work done. The Tenderer shall assist EPI in follow-up with insurance company in case of any claim related to Tenderer’s scope of work. EPI is not liable to pay any claim of the Tenderer 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. All men, material, machinery, tools and plants, infra-structures, resources etc., as required for execution of work shall be provided and arranged by the Tenderer for their portion of work. The amount/rate quoted in their offer by Tenderer to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant and equipments, all taxes, duties, levies, royalties, octroi, entry tax, VAT, WCT/TOT, service tax, labour Cess etc., all transportation charges including for cartage of issue material, electricity and water charges and for all expenses, such as labour camp, Bank Guarantee charges, insurance charges, EPF/CPF/Statutory contribution and other expenses whatsoever, incurred on execution, completion and maintenance of the work as per ‘Tender Documents’ and their own overheads and profit etc. The Tenderer shall comply with all the requirements laid down as per ‘Tender Documents’ and shall unconditionally abide by its offer quoted at pre-award stage for execution of works as per terms,
conditions, specifications, drawings, documents etc. given in the ‘Tender Document’ for the completion, handing, maintenance period etc. for the work.

9. The Tenderer 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 Tenderer shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property Rights.

10. The Tenderer shall adhere to all safety rules and norms as applicable inside Bhilai Steel Plant at no extra cost to EPI.

11.0 SECURITY DEPOSIT

The Tenderer shall submit Security Deposit (SD) of 5% of the contract value within one week after the tender acceptance. The security deposit can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of SD favouring, “Engineering Projects (India) Ltd.”, payable at Bhilai. 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 completion of the work.

12.0 PAYMENT TERMS

The PAYMENT TERMS shall be as follows :-

35 % payment will be released after completing 50% of the work awarded. Next 35 % payment will be released after completing remaining 50% of the work and balance 30 % payment will released after completing the full job such as initial pile load test and routine pile load test as mention in specification and breaking of pile heads upto cut off level of piles and after submitting test reports of piles as per the instruction of site engineer.

13.0 QUANTITY VARIATION

±20% of the BOQ quantities

14.0 COMPENSATION OF DELAY

In case BIDDER fails to complete the work within the stipulated completion time, BIDDER shall without prejudice to any other right or remedy of EPIL on account of such breach, pay compensation @ 1% per week of delay subject to a limit of 5% of the value of work order. The compensation shall be levied provided the delays are solely attributable to BIDDER. The rates quoted shall remain firm till completion of the work including any extension thereof no compensation shall be considered to BIDDER in the event of extension of completion period is granted to BIDDER for reasons attributable or not attributable to BIDDER whatsoever.
15.0 TIME SCHEDULE & COMPLETION TIME

a. Mobilization to site - Within 5 days from the date of LOI/WO.
b. Completion of work - 60 (Sixty days) days from the date of issue of LOI

The total time to complete whole assignment is 60 days from the date of issue of Letter of Intent/Work Order.

16.0 DEFECT LIABILITY PERIOD: 12 (Twelve) months from the date of handing over of last completed works.

17.0 SECURED ADVANCE: Secured advance on reinforcement steel brought to site for execution of work may be allowed @ 75% of cost of materials against submission of Bank Guarantee of any Nationalized Bank/Scheduled Bank for equivalent amount.

18.0 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:

18.1 Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or 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 discharging the function of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such other 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.

18.2 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.

18.3 It is a term of the contract that the Bidder 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.

18.4 The arbitrator may proceed with the arbitration ex-parte, if either Bidder, in spite of a notice from the arbitrator, fails to take part in the proceeding.

18.5 The work under the contract shall continue, if required, during the arbitration proceedings.

18.6 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.

18.7 The award of the arbitrator shall be final, conclusive and binding on both the parties.

18.8 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 Bidder 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 interse.

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. 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.
LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

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

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : BHI/PI(s)/675/1015

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 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

Dated : ___________________
FORM OF TENDER

To,

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

REF.: Tender for Providing and Installing Cast-in-situ vertical bored Piles in Coke Sorting Plant area on “as is where is basis’ for “Augmentation of Fuel & Flux Crushing Facilities (Package No.-064)”, of Bhilai Steel Plant, Chhattisgarh.

NIT No.: BHI/PI(S)/675/1015

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
MEMORANDUM

(ENCLOSURE TO FORM OF TENDER)

REF: Tender for Providing and Installing Cast-in-situ vertical bored Piles in Coke Sorting Plant area on “as is where is basis” for “Augmentation of Fuel & Flux Crushing Facilities (Package No.-064)”, of Bhilai Steel Plant, Chhattisgarh.

NIT No.: BHI/PI(S)/675/1015

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>Providing and Installing Cast-in-situ vertical bored Piles in Coke Sorting Plant area on “as is where is basis” for “Augmentation of Fuel &amp; Flux Crushing Facilities (Package No.-064)”, of Bhilai Steel Plant, Chhattisgarh.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>Bhilai Steel Plant, Bilai</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 75,000/- (Rupees Seventy Five Thousand Only)</td>
</tr>
<tr>
<td>v.</td>
<td>Time of completion of work</td>
<td>NIT</td>
<td>60 Days from the day of LOI/ WO.</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>30 days from the date of opening of price bid.</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>5% of Contract value</td>
</tr>
<tr>
<td></td>
<td></td>
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</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
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs ................ in lieu of EARNEST MONEY DEPOSIT from ................................................................. (hereinafter called the Supplier/ Contractor/ Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for .................................................................................................................................

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

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

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

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

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

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

Dated……………………this day of……………..200.

For and on behalf of the Bank

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