NOTICE INVITING TENDER

TENDER No.: BHI/PI(S)/665/1051

FOR

SUPPLY OF FABRICATED M.S. CABLE TRAY (LADDER TYPE) FOR AUGMENTATION OF RAW MATERIAL RECEIPT AND HANDLING FACILITIES FOR NEW OHP, PART-B (PACKAGE NO.-061) FOR BHILAI STEEL PLANT AT CHHATTISGARH

Vol. - I

(Notice Inviting Tender (NIT), Purchase Conditions (PC), Instructions To Tenderer. Letter of Undertaking, Form of Tender & Memorandum)

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

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

NIT No.: BHI/PI(S)/665/1051 Dated: 14.11.2014

Tender for Supply of fabricated M.S. Cable Tray (ladder type) for Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061) for Bhilai Steel Plant at Chhattisgarh.

Engineering Projects (India) Ltd. invites the sealed tender for supply of M.S. Cable Tray (ladder type) for Pkg-061 of Bhilai Steel Plant at Chhattisgarh.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply of fabricated M.S. cable tray (ladder type) complete with painting (Two coat primer paint- gray Phenolic modified alkyd composition with Zinc Phosphate and two coat finish paint – high gloss Phenolic alkyd modified synthetic enamel paint gray of approved make).</td>
<td>60 days from the date of LOI.</td>
</tr>
</tbody>
</table>

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents From 14.11.14 to 20.11.14 (till 2.00 PM)

ii) Last Date & Time of Submission of Tenders 21.11.14 by 3:00 PM

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid) 21.11.14 at 3:30 PM

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

i. The Bidder should have experience for fabrication of steel structures in last five years for steel plant/ power plant/ industrial building/other projects, for which documentary evidence like certificate from client, copy of PO/ certified invoice shall be submitted.

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

iii. Should have average annual turnover of minimum Rs. 1.10 Crore during last three financial years ending on 31.03.2014.

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) Notice Inviting Tender (NIT)  
   ii) Instructions To Tenderer.  
   iii) Purchase Conditions (PC)  
   iv) Letter of Undertaking, Form of Tender & Memorandum

   v) Price Bid  
   vi) Drawings

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. 5,000.00 (Rupees Five Thousand only) by crossed Demand Draft favouring ‘Engineering Projects (India) Ltd.’ payable at Bhilai, shall be submitted by the bidder along with their Bid in Envelope-1. Relevant experience certificate and other documents mentioned above clause no.-I duly attested by Gazetted officer or Notary public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion Certificates from Clients shall be in the name of the Company who is submitting the tender. The Bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any Bidder shall be rejected if on detailed scrutiny of the documents submitted along with the tender are found unsatisfactory. The decision of EPI in this regard shall be final and binding on the Bidder.

b) Alternatively, Tender documents can also be obtained from the General Manager, Engineering Projects (India) Ltd., B- 252, Smriti Nagar, Bhilai-490020 from 14.11.14 to 20.11.14 (till 2:00 PM) on request against tender fees (Non-Refundable) of Rs.5,000.00 (Rupees Five 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. 5.40 Lac (Rupees Five Lac Forty 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 The Terms & Conditions contained in this NIT and tender documents shall be applicable for the works.

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

7.0 Intended bidders are requested to visit the site to acquaint themselves fully with the site conditions before submitting their bids. Nothing extra shall be paid on account of site condition.
8.0 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.

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

10.0 EPI reserves its’ right to divide the scope of supplies to multiple agencies at the lowest quoted rates. The L1 bidder shall be bound to execute the part quantity.

11.0 Time is the essence of this NIT and will be strictly adhered to.

12.0 The bidders who are registered with MSME may attach copy of valid registration certificate.

The corrigendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.epi.gov.in and www.cppp.gov.in only. The intending Bidders are requested to visit the EPI’s website regularly for this purpose.

The tender documents shall be issued by and submitted to:

General Manager
ENGINEERING PROJECTS (INDIA) LTD.
B- 252, Street No. - 5,
Smriti Nagar
Bhilai- 490020 (C.G)
Mobile No. +919425296161
E-mail Id: epibhilai@gmail.com
ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO BIDDERS

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

ENVELOPE-1:-
This ENVELOPE shall contain the following:

i) Earnest Money Deposit as per clause 2.0 of ‘Instructions to Bidders’ (ITT).
ii) Letter of Undertaking for un-conditional acceptance of the tender conditions as per proforma given in ITT.
iii) Pre-Qualification Documents and Credentials as per clause no. 1.0.
iv) Volume-I (ITT, Notice Inviting Tender, Additional Conditions of Contract, Memorandum, Form of Tender and Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by Bidder. Cutting or over-writing, if any, shall be signed and stamped by the person signing the tender. All pro-forma forming part of tender documents shall be filled in, signed and stamped by the Bidder).
v) Volume-III (Drawings)
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.
viii) Unpriced BOQ duly signed and stamped.

This envelope shall be marked as:

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

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

ENVELOPE – 2:-
This ENVELOPE shall contain only the Volume-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. : __________________________________
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 tender receipt 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 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 Bidders shall only be opened. The tenders not accompanied by requisite Earnest Money and / or not conveying unconditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable shall be rejected and such Bidder shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

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

1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

2.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit of Rs 5.40 Lac (Rupees Five Lac Forty Thousand only) as mentioned in “NIT/ITT/Memorandum” to “Form of Tender” required to be submitted alongwith the tender shall be in the form of crossed Demand Draft payable in favour of ‘Engineering Projects (India) Ltd.’ at Bhilai (Chhattisgarh) or in the form of BG from any Nationalized Bank /Scheduled Bank as per format no. EPI/MMD/F/26, which is provided in GCC valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or within adequate amount of EMD shall be rejected.

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.

4.0 The rates quoted shall remain firm till completion of supplies in all respect.

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

4.1.2 All corrections/cuttings should be signed by the Bidder. Each page of the tender should be signed by the Bidder. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out, the rate quoted shall be taken as correct and not the amount.
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 party for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the Contractor within 5 days from issue of letter of intent by EPI through e-mail / fax / other suitable mode.

10.0 The Bidder shall not be permitted to tender for supplies 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 The time of completion of the entire supplies, as contained in contract shall be as mentioned in “Memorandum” to “Form of Tender”.

12.0 The tender award and completion of supplies shall be governed by tender documents consisting of (but not limited to) Letter of Intent / Purchase Order, Bill of Quantities, Additional Conditions of Contract, 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.

14.0 The fabrication work will be carried out as per approved drawings.

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, local conditions and political situations and other factors having bearing on the supplies. No claim of supplier whatsoever, within the purview of this clause, shall be entertained at any stage of the work.

19.0 SECURITY DEPOSIT

The successful tenderer shall be required to furnish Security Deposit (SD) equal to 5% of the value of the contract within 7 days from the date of LOI / issuance of Purchase Order. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalized Bank / Scheduled Bank. The bank guarantee shall remain valid till expiry of 06 months from the date of installation or 12 months from the date of dispatch of last consignment, whichever is earlier.

20.0 PAYMENT TERMS

The PAYMENT TERMS shall be as follows:-
   a) 90% Payment on progressive delivery of material at site
   b) 10% on completion of entire delivery of material at site.
   c) Payments will be released within 15 days of receipt of invoice with all documents.

21.0 QUANTITY VARIATION: ± 25%

22.0 Completion Time - 60 days from the date of LOI/PO.

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

24.0 USE OF STEEL:
The supplier shall have to use such items of steel as are manufactured by SAIL, RINL, Tisco, Essar, Jindal, Ispat etc. conforming to BIS standards. If some of the steel sections are not available with the above manufacturer then NOC is required to be obtained from BSP/EPI prior to its usage.
25.0. USE OF PAINT:

Two coat primer paint – Gray Phenolic modified alkyd composition with Zinc Phosphate
and
Two coat finish paint – High gloss Phenolic alkyd modified synthetic enamel paint gray
of approved make.

26.0 DELIVERY:

a) Material will be offered for inspection to EPI / BSP / MECON prior to dispatch at site.
b) MTC shall be provided along with material.

All material shall be delivered and unloaded at site in good condition.
PURCHASE CONDITIONS (PC)

Tender for Supply of fabricated M.S. Cable Tray (ladder type) for “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Chhattisgarh.

1. SCOPE:

The scope of the party shall be Supply of fabricated M.S. cable tray (ladder type) complete with painting (Two coat primer paint- gray Phenolic modified alkyd composition with Zinc Phosphate and two coat finish paint – high gloss Phenolic alkyd modified synthetic enamel paint gray of approved make) for “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061)” for Bhilai Steel Plant at Chhattisgarh, as per Drawings and BOQ given in the Tender Document.

2. The bidders shall quote their firm prices in the format of Price Schedule only.

3. The price shall remain firm and free of any escalation till completion of supplies.

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

5. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, EPI shall recover from the supplier as penalty a sum equivalent to 0.50% of the value of contract for every week of delay or part thereof limited to an aggregate of 5%.

Besides, EPI shall have option to withdraw the scope partly or in full from the PARTY on issuing 7 days written notice and get the same executed at their risk and cost from alternative agency/agencies besides encashment of the Bank Guarantees submitted by the PARTY to EPI. The decision of EPI in this regard shall be final and binding on the PARTY.

6. The PARTY shall be responsible for obtaining all approvals from the Owner / Client with regard to quality of materials & workmanship and measurements etc. for their supplies. All such approvals shall be in the name and title of EPI.

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

8. All statutory deductions will be made as per relevant act/rules/guidelines.
9. Both Parties 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 EPI and the Bidder. Arbitration will be according to “Conciliation & Arbitration” clause, which is enclosed in Annexure-I of this Additional Condition of Contract.

10. 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 supplies etc. 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

(ENCLOSURE TO FORM OF TENDER)

REF: Tender for Supply of fabricated M.S. Cable Tray (ladder type) for “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Chhattisgarh.

NIT No.: BHI/PI(S)/665/1051

<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>
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<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>Supply of fabricated M.S. Cable Tray (ladder type) complete with painting (Two coat primer paint- gray Phenolic modified alkyd composition with Zinc Phosphate and two coat finish paint – high gloss phenolic alkyd modified synthetic enamel paint gray of approved make).</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>Bhilai Steel Plant, Bhilai</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 5.40 Lac (Rupees Five Lac Forty Thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Time of completion of work</td>
<td>NIT</td>
<td>60 Days from the date of LOI/PO.</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></td>
<td>Description</td>
<td>Value</td>
<td>Details</td>
</tr>
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<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>5% of Contract value</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>As per payment clause no. 20 of ITT.</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>From the date of LOI/PO.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>06 months from the date of installation or 12 months from the date of dispatch of last consignment, whichever is earlier</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>As per PC clause no. 9</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts at DELHI / NEW DELHI</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) :  

OCCUPATION

ADDRESS

SEAL OF BIDDER
FORM OF TENDER

To,

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

REF.: Tender for Supply of fabricated M.S. Cable Tray (ladder type) for “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Chhattisgarh.

NIT No.: BHI/PI(S)/665/1051

1. I/We hereby tender for supplies, as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of supplied as per separately signed and accepted rates in the Bill of Quantities quoted by me / us for the whole supply in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of supplies, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of supplies 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 supplies 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 supplies as stipulated in NIT.

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 from the of issue of Letter of Intent and / or I/We fail to sign the agreement as per NIT Conditions and/or I/We fail to submit Security Deposit cum Performance Guarantee as per NIT Conditions, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the __________________________ day of _______________________________

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : _________________________________________

OCCUPATION _________________________________________

ADDRESS  _______________________________________

_______________________________________

SEAL OF BIDDER
LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

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

REF.: Tender for Supply of fabricated M.S. Cable Tray (ladder type) for
“Augmentation of Raw Material Receipt and Handling Facilities for New
OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Chhattisgarh.

NIT No.: BHI/PI(S)/665/1051

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the supplies 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 supply.

2. The contents of clause 1.2 and 1.3 of the Tender Documents (Instructions to
Bidders) have been noted wherein it is clarified that after unconditionally accepting
the tender conditions in its entirety, it is not permissible to put any remark(s) /condition(s)
(except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-
2” and the same has been followed in the present case.

In case this provision of the Tender is found violated at any time after opening “Envelope-
2”, I / we agree that my/our tender shall be summarily rejected and EPI shall, without
prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money
absolutely.

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

Yours faithfully,

(Signature of the Bidder)

Seal of Bidder

Dated: ___________________
CONCILIATION AND ARBITRATION

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

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI and if CMD or such person discharge the function of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

2. If the arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

3. It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

4. The arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceeding.
5. The work under the contract shall continue, if required, during the arbitration proceedings.

6. The arbitrator shall make speaking Award and give reasons for his decisions in respect of each dispute/claim along with the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

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

8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.

Note: Notwithstanding anything contained here in abōve, 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.