CORRIGENDUM - 1

Sub:-Tender for Supply of Deck sheets for Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061) for Bhilai Steel Plant at Chhattisgarh.

Ref.: NIT No. BHI/PI(S)/665/1065 Dated 02.06.2015

Following changes in tender document are changed as.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Reference</th>
<th>Instead of</th>
<th>Read as</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>NIT</td>
<td>NOTICE INVITING TENDER</td>
<td>REVISED NOTICE INVITING TENDER</td>
</tr>
<tr>
<td>2.</td>
<td>Memorandum</td>
<td>MEMORANDUM</td>
<td>REVISED MEMORANDUM</td>
</tr>
<tr>
<td>3.</td>
<td>APC</td>
<td>APC</td>
<td>REVISED APC</td>
</tr>
<tr>
<td>4.</td>
<td>BOQ</td>
<td>BOQ</td>
<td>REVISED BOQ</td>
</tr>
</tbody>
</table>

All other terms and conditions of the tender remain unchanged.

ADDL. GENERAL MANAGER
(SITE INCHARGE)
ENGINEERING PROJECTS (INDIA) LTD.  
(A. Govt. of India Enterprise)  
REVISED NOTICE INVITING TENDER

NIT No.: BHI/PI(S)/665/1065                               Dated: 02.06.2015

Tender for Supply of Deck sheets 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 deck sheets 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 Deck sheets as per approved technical details for Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061) for Bhilai Steel Plant.</td>
<td>45 days from the date of LOI.</td>
</tr>
</tbody>
</table>

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents  
From 02.06.15 to 12.06.15 (till 1.00 PM)

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

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

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

i. The Bidder should have experience of executing similar work in steel plant/ power plant/ other industrial projects. Similar work means supply of deck sheet in last 5 years ending on 31.03.2015, for which documentary evidence like certificate from client, copy of WO/PO, certified invoice shall be submitted.

ii. The following documents are required to submit alongwith offer:

   a) Valid PAN (Permanent Account Number of Income Tax).
   b) Should have valid Service Tax Registration no in the relevant applicable category
a) Valid PAN (Permanent Account Number of Income Tax).
b) Should have valid Service Tax Registration no in the relevant applicable category

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 & www.eprocure.gov.in

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Volume</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Vol - 1</td>
<td>Notice Inviting Tender (NIT)</td>
</tr>
<tr>
<td>ii)</td>
<td>Memorandum</td>
<td></td>
</tr>
<tr>
<td>iii)</td>
<td>Instructions to Tenderers (Suppliers)</td>
<td></td>
</tr>
<tr>
<td>iv)</td>
<td>General Purchase Conditions (GPC)</td>
<td></td>
</tr>
<tr>
<td>v)</td>
<td>Additional Purchase condition (APC)</td>
<td></td>
</tr>
<tr>
<td>vi)</td>
<td>Vol - 2</td>
<td>Price Bid</td>
</tr>
<tr>
<td>vii)</td>
<td>Vol - 3</td>
<td>Sample 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 website. The tender
fees (Non-Refundable) of Rs. 3,000.00 (Rupees Three Thousand only) by
crossed Demand Draft favouring ‘Engineering Projects (India) Ltd.’ payable at
Bhilai, shall be submitted by the bidder along with their Bid in Envelope-1.
Relevant experience certificate and other documents mentioned above clause
no.-I duly attested by Gazetted officer or Notary public fulfilling the qualifying
criteria shall be enclosed in Envelope-1. Completion Certificates from Clients
shall be in the name of the Company who is submitting the tender. The Bidder
has to produce original documents for verification at the time of opening of tender
or as and when demanded. The Tender of any Bidder shall be rejected if on
detailed scrutiny of the documents submitted along with the tender are found
unsatisfactory. The decision of EPI in this regard shall be final and binding on the
Bidder.

b) Alternatively, Tender documents can also be obtained from the Addl. General
Manager, Engineering Projects (India) Ltd., B- 252, Smriti Nagar, Bhilai-
490020 from 02.06.15 to 12.06.15 (till 1:00 PM) on request against tender fees
(Non-Refundable) of Rs.3,000.00 (Rupees Three thousand only) by crossed
Demand Draft/Banker’s cheque favouring “Engineering Projects (India) Ltd.”
payable at Bhilai. Issuance of Tender Documents to any Bidder shall, however,
not construe that the Bidder is considered qualified for the tender work and the
same may be rejected if on detailed scrutiny of the documents submitted along
with the tender are found unsatisfactory.

4.0 All Tenders shall be accompanied with Earnest Money Deposit (EMD) of
Rs. 1.50 Lac (Rupees One Lac Fifty 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 inside Bhilai steel plant 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 should have valid NSIC certificate against EMD Submission.

12.1 The bidders having valid NSIC certificate are not exempted from submission of tender fees (Non-Refundable) of Rs.3,000.00 (Rupees Three thousand only) by crossed Demand Draft/Banker’s cheque favouring “Engineering Projects (India) Ltd.” payable at Bhilai.

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

The tender documents shall be issued by and submitted to:

Addl. General Manager (S/I)
ENGINEERING PROJECTS (INDIA) LTD.
B- 252, Street No. - 5,
Smriti Nagar
Bhilai- 490020 (C.G)
Mobile No. +91 9425551817, 08435880007
e-mail: epibhilai@gmail.com
### REVISED MEMORANDUM

REF. : Tender for Supply & Fixing of Deck Sheets 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)/665/1065

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>ITEMS</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>i) Name of work</td>
<td>Supply of Deck sheets as per approved technical details including unloading at project site for Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061) for Bhilai Steel Plant.</td>
</tr>
<tr>
<td></td>
<td>ii) Owner/Client / Employer</td>
<td>Bhilai Steel Plant (SAIL)</td>
</tr>
<tr>
<td></td>
<td>iii) Type of Tender</td>
<td>ITEM RATE</td>
</tr>
<tr>
<td></td>
<td>iv) Earnest Money Deposit</td>
<td>Rs. 1.50 Lac (Rupees One Lac Fifty Thousand only)</td>
</tr>
<tr>
<td></td>
<td>v) Estimated Cost</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>vi) Time for completion of work</td>
<td>Supply: 45 Days from the date of LOI.</td>
</tr>
<tr>
<td></td>
<td>vii) Mobilization Advance</td>
<td>Not applicable.</td>
</tr>
<tr>
<td></td>
<td>viii) Interest Rate on Mobilization Advance</td>
<td>Not applicable</td>
</tr>
<tr>
<td></td>
<td>ix) Number of Instalments for recovery of Mobilisation Advance</td>
<td>Not applicable</td>
</tr>
<tr>
<td></td>
<td>x) Validity of Tender</td>
<td>90 (Ninety) Days from the opening of Price Bid</td>
</tr>
<tr>
<td></td>
<td>xi) Security Deposit cum Performance Guarantee</td>
<td>5% (Five Percent only) of Order value upto defects liability period. (refer APC cl. No. 8.0)</td>
</tr>
</tbody>
</table>
xii) Time allowed for starting the work

The date of start of contract shall be reckoned 7 (Seven) days from the date of LOI.

xiii) Defect Liability Period

12 (Twelve) Months.

xiv) Arbitration

Amended

xv) Jurisdiction

Courts in **DELHI / NEW DELHI**

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : __________________________________________

OCCUPATION

_________________________________________

ADDRESS

_________________________________________

_________________________________________

SEAL OF TENDERER
REVISED ADDITIONAL PURCHASE CONDITIONS (APC)

1.0 The following Additional Purchase Conditions shall be read in conjunction with General Purchase Conditions (GPC) and ITT (Suppliers). If there are any provisions in these Additional Purchase Conditions, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Additional Purchase Conditions shall take precedence.

2.0 INTRODUCTION

As part of expansion project of the owner/client viz Bhilai Steel Plant, in its approach note for corporate plan 2011-12, indicated that the production potential of BSP would be 7.0 MTPY of crude steel, subject to implementation of strategies to overcome the present constraints and providing certain additional facilities. Present facilities in OHP to receive, unload & store raw material in OHP is insufficient mostly due to logistical problems in placement of rakes in yard, weighment, placement of rakes in tippler & collection of empty wagons, transportation of raw material to the yard etc. This is causing a lot of wagon detention and thereby heavy demurrages are paid to the Railway authority. Additionally logistics for stockpiling in the manner desired and reclamation also posed bottlenecks. To overcome this problem, a scheme with one additional Wagon Tippler with all related facilities including conveyor system, interconnection of existing & proposed unloading stream, two additional beds for stockpile in the existing OHP with one Stacker, one Reclaimer, yard conveyors etc. have been envisaged.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) **Supply of Deck Sheets** 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 approved technical details and BOQ given in the Tender Document.

4.0 QUALIFICATION OF BIDDERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) The Bidders are required to fulfill all the eligibility criteria as stipulated in NIT. The price bid of bidders who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the bidders.

5.0 DISQUALIFICATION

The bidders may note that they are liable to be disqualified and may not be considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the bidder, inordinate delay in completion, consistent history of litigation/arbitration awarded against the bidder or any of its constituents or financial failures due to bankruptcy etc. in their on going/past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the bidders attempt to influence any member of the selection committee.

e) Non submission of valid NSIC certificate against EMD Submission.

f) Non Submission of Tender Fee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.

6.0 EPI reserves the right to independently verify the performance of the bidder from the Existing owners/users/owners’ Consultants. In case any installation of the bidder is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying criteria.

In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

7.0 PAYMENT TERMS

7.1 The Clause No.4. of GPC shall be replaced as under:

i) 90% payment progressively on delivery of material at site with all supporting documents.

ii) 10% on completion in all respect and acceptance thereof.

7.2 Taxes and Duties:

i) Price quoted by bidder shall be exclusive of all taxes & duties as per the price schedule of NIT document. Taxes & duties shall be duly indicated separately and payable extra.

ii) Transit insurance shall be in EPIL scope however all documents related to transit insurance shall be provided by the bidder.

8.0 Security Deposit and Performance Guarantee:

The clause no. 9 of GPC shall be replaced as under:-
The bidder shall furnish security deposit of 5% of the ordered value either by Bank Guarantee in the stipulated proforma or crossed Demand draft or pay order of any nationalized Bank / scheduled Bank within one week from the date of LOI or otherwise the equal amount of security deposit shall be deducted from the successful bidder’s invoices @ 50% of the payable amount till attaining the 5% of the ordered value.

9.0 The contract price shall not include Entry Tax. Since the same shall be paid and borne by the BSP / MECON.

While raising invoice for such goods, the invoice should contain the following:

a) Tax payer Identification Number under C.G. VAT Act.

b) In case of supplies manufactured within Bhilai Municipal Local Area, then “Goods Sold is Local Goods” is to be endorsed.

c) In case of Entry Tax paid supplies, “Material is Entry Tax Prepaid” is to be endorsed.

Chhattisgarh Value Added Tax (CGVAT) is applicable on purchase and sale of goods made within the State of Chhattisgarh. The successful bidder is to provide the VAT paid invoices for reimbursement of the VAT amount and to enable the BSP/EPI to avail the VAT Input Tax Credit thereon. Failure to provide invoices in above format would lead to non-availing of input credit by EPI. Thereby is to be brown by bidder.

The applicable VAT input tax credit available to BSP is indicated below:-

<table>
<thead>
<tr>
<th>VAT Rate as per CGVAT Act (%)</th>
<th>VAT input tax credit available to BSP (%)</th>
<th>CG VAT Amount (Rs.)</th>
<th>CG VAT Input tax Credit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2.11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.5</td>
<td>10.61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>NIL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bidders are to indicate the CG VAT input tax credit to be passed on to BSP in the price bid for the evaluation of their offers. The VAT input tax credit committed by the successful bidder will be reconciled and necessary adjustment effected.

10.0 VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.

i) If a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to the last date of submission of tender and the successful bidder becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the works contracted, the same shall be reimbursed to the successful bidder against documentary evidence of proof of payment, provided that the amount thus claimed is not paid/payable under price variation provision of the Contract.
ii) The payment/reimbursement of statutory variations in the rates of tax and/or of 
new tax, duty or levy imposed under statute or law in India as per para (i), above, 
would be restricted only to direct transaction between the EPI and the Successful 
bidder.

11.0 For Dispatch of materials to Site, the vendor shall mark consignee as “Bhilai Steel 
Plant, SAIL A/c EPIL, Bhilai” and follow dispatch instruction to be given by EPI.

12.0 Completion of supply of all deck sheets, if any, to site after inspection of 
complete items by BSP/MECON/EPI shall be 45 (Forty FIVE) days from the date 
of LOI.

13.0 The bidder shall comply with legal orders & directions of law of local bodies. The 
bidder shall give to the Municipality, Police, Local Bodies and concerned 
Governmental authorities all necessary notices relating to work that may be required 
under the law and obtain all requisite licenses / permissions. Nothing extra shall be 
paid by EPI on this account.

14.0 GUARANTEE

The bidder shall guarantee that the materials and workmanship of the apparatus 
installed by him, under these specifications shall be new and first class in every 
respect. He will make good any defect, which may develop within 12 months from the 
date of commissioning of the installation or 18 months from the date of last lot of 
supply at site whichever is earlier, without any extra cost to EPI/BSP.

15.0 PERMITS AND INSPECTIONS

The bidder shall obtain all necessary permits from local bodies, provincial or central 
authorities and shall make arrangement for inspection and tests etc. as required at his 
own cost.

16.0 LICENCES

The bidder shall arrange for obtaining the license for the operation and approval of 
drawings for the equipments etc. as required from the local Government / authorities at 
his own cost & nothing extra shall be payable.

17.0 The work shall be carried out in accordance with the technical details and drawing 
approved by the EPI / BSP / MECON. Before the commencement of work, the bidder 
shall correlate all the relevant drawings/documents/specification issued for the work 
and satisfy himself that the information available there from is complete and 
unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-
Charge before the execution of work. The bidder alone shall be responsible for any 
loss or damage occurring by the commencement of work on the basis of any 
erroneous and/or incomplete information. Nothing extra shall be paid on this account.

18.0 The bidder shall give performance tests of the entire installation(s) as per 
specifications and drawings before the work is finally accepted and nothing extra 
whatsoever shall be payable to the bidder for these performance tests.
19.0 **BOQ**

I. Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers (Suppliers), Addendum to ITT (Suppliers), General Purchase conditions, Additional Purchase Conditions (APC), Technical details, Drawing, Schedules etc. to tender Document.

II. Quantity variation shall be considered as (+/-) 20% of total quantity.

III. The unit rate for any variation (+/-) shall remain unchanged & the same shall be applicable as quoted in the Price Schedule (supply).

20.0 The bidder has to arrange for inspection of deck sheet and shall submit internal inspection certificate/document and nothing extra shall be paid.

21.0 Care shall be taken in handling of material to avoid damage. Any damages made to the equipment during transit shall be made good by the bidder at his own cost.

22.0 **TEST CERTIFICATE**

All manufacturer’s certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to EPI for onward submission to BSP/MECON.

23.0 **INITIAL INSPECTION AT MANUFACTURER’S WORK:**

The bidder shall provide such facilities as will be necessary for inspection of the material before dispatch at his or his associate’s works and also for witnessing such tests as per technical specifications, as are done at the works if so required by BSP/MECON/EPI. The bidder shall give minimum 7 days notice regarding the dates proposed for inspections. The Tenderer shall submit QAP, internal test reports on components of equipments, which shall be carried out at manufacturer’s premises.

24.0 **LIQUIDATED DAMAGES DUE TO DELAY IN “COMPLETION OF THE FACILITIES”:**

The Clause No.13. of GPC shall be replaced as under:

If the Successful bidder fails to attain completion of the facilities within the time of completion or any extension thereof, due to reasons not attributable to the EPI, the EPI shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Successful bidder’s RA bills or by encashment of Successful bidder’s Bank Guarantees at the rate of 0.5% of the Contract Price plus escalation, if any, excluding taxes & duties per complete week of delay or part thereof up to a maximum of 5% of the contract price plus escalation, if any, excluding taxes & duties.

However, the payment of liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the facilities or from any other obligations and liabilities of the successful bidder under the contract.
25.0 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:

25.1 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.

25.2 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.

25.3 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.

25.4 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.

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

25.6 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.

25.7 The award of the arbitrator shall be final, conclusive and binding on both the parties.
25.8 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 thereunder and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.

**Note:** Notwithstanding anything contained here in above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE / GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained D.O. No. DPE/4(10)/2001-PMA-GL1 dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

26.0 CENVAT

26.1 Void

26.2 The Bidder will ensure dispatches of his own manufactured as well as all bought out plant, equipment & materials directly to work site of the BSP/EPI in such a manner that the BSP/EPI will get the CENVAT benefit on account of Excise Duty on indigenous plant, equipment & materials and Countervailing duty (if any), Cess and Additional Duty of Customs on imported plant & equipment.

26.3 Excise Invoices for all indigenous plant, equipment & materials shall be made consigned to "Steel Authority of India Limited – BHILAI Steel Plant" for availing CENVAT Credit under relevant Rules and shall be furnished by the Bidder to the BSP/EPI for availing CENVAT Credit.

26.4 For supply of all imported plant & equipment by overseas suppliers, the Bidder shall furnish all required Documents including bill of entry in original etc. to enable the BSP/EPI to avail the CENVAT Credit.

26.5 The Bidder shall also submit any other Document required by the BSP/EPI to avail the CENVAT credit. In case, the Bidder fails to submit the required document for availing the CENVAT credit by the BSP/EPI in respect of supplies, the amount of Excise Duty on such indigenous plant & equipment and countervailing duty on imported plant &
equipment may be recovered by the BSP/EPI from the Bidder unless the Bidder furnishes proper justification.

26.6 Bidder shall submit all relevant document required by the BSP/EPI to avail the VAT towards admissible input tax credit as per Chhattisgarh VAT and Chhattisgarh VAT rule as prevailing and/or as modified from time to time. In case the Bidder fails to submit the required documents for availing the VAT credit by the BSP/EPI, the amount of balance guaranteed VAT will not be reimbursed to the Bidder. However, VAT credit in excess of guaranteed amount will be to BSP/EPIs account.

26.7 The BSP/EPI will issue way bills as required for dispatch of materials to the Bidder on request. Advance intimation in this regard is to be given by the Bidder to the BSP/EPI.

26.8 For direct supply of the indigenous bought-out plant & equipment by the Sub-Bidder to the BSP/EPI, the Bidders will draw their invoices as per relevant trade notice to enable the BSP/EPI to avail the CENVAT Credit.

27.0 Dispatch instructions shall be issued to successful bidder separately.

28.0 JURISDICTION:

The Courts in Delhi / New Delhi alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other Courts.

29.0 EPI reserves its’ right to divide the work to multiple vendors at the lowest quoted rates. The L1 bidder shall be bound to execute the part quantity.
<table>
<thead>
<tr>
<th>S.N</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate (Rs.) inclusive of Taxes &amp; Duties (FOR : Bhilai)</th>
<th>Amount (Rs.)</th>
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<tbody>
<tr>
<td></td>
<td><strong>Supply of GI composite Deck sheets</strong> of Make (Kirby Building Systems / Tiger Steel / Sambhav Building System Pvt. Ltd./equivalent) 0.8 mm thick of Yield strength 240 - 350 MPA, Galvanised coating 120 GSM, depth of profile 32 ± 2mm in conveyor galleries / Junction Houses for any height above ground level as per approved drawing including drilling, providing opening / pockets, welding MS angle cleats etc. complete.**</td>
<td>Sqm</td>
<td>15000</td>
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<td>1</td>
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<td><strong>Total of 1 =</strong></td>
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<td><strong>Optional</strong></td>
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<td><strong>Supply of GI composite Deck sheets</strong> of Make (Kirby Building Systems / Tiger Steel / Sambhav Building System Pvt. Ltd.) 0.63 mm thick of Yield strength 240 - 350 MPA, Galvanised coating 120 GSM, depth of profile 32 ± 2mm in conveyor galleries / Junction Houses for any height above ground level as per approved drawing including drilling, providing opening / pockets, welding MS angle cleats etc. complete.**</td>
<td>Sqm</td>
<td>15000</td>
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<td>2</td>
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Note:

i) EPI will decide the scope of supply at the time of ordering.