ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)
3D, EC Chambers,
92, G N Chetty Road,
T Nagar, Chennai.

NIT No: SRO/MKT/TH/ 457
January 25, 2016

NOTICE INVITING TENDER

Tender for Cruise Passenger Facilitation Centre in the existing Passenger Terminal at Chennai Port Trust. - Lift Works.

Engineering Projects (India) Ltd invites the sealed item rate tenders as per the brief particulars of scope for the Cruise Passenger Facilitation Centre in the existing Passenger Terminal at Chennai Port Trust. - Lift Works in two bids system (Techno commercial–Envelope1 and Price bid-Envelope-2, Both the envelopes shall be kept in a Third envelope) from well equipped, experienced, financially sound, interested Contractors / eligible Firms for the following works:-

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
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<tr>
<td>Cruise Passenger Facilitation Centre in the existing</td>
<td>29,50,000/- (Rs.)</td>
<td>03 months from the date of issue of telegram / letter /</td>
<td>59,000/- (Rs.)</td>
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<td>Passenger Terminal at Chennai Port Trust – Lift Works</td>
<td>(Rupees Twenty Nine</td>
<td>FAX of Intent of Tender.</td>
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<td>Lakhs Fifty Thousand Only)</td>
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1. The brief scope of work in this tender shall include (but not limited to) supply, installation, testing, commissioning & maintenance up to Defect Liability Period. The detailed scope of work is given in the tender documents.

Time schedule of Tender activities:

(i) Date & Time for sale/Downloading of tender documents: 25.01.2016 to 08.02.2016 up to 12:00 PM

(ii) Last Date & Time of submission of Tenders: On or before 08.02.2016 - up to 3.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 08.02.2016 at 4.00 PM
2. Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender. The joint ventures are not accepted.

a) Contractors shall bid for the lifts of approved manufacturer only. Approved manufacturer are: THYSSEN KRUPP, JOHNSON, OTIS, KONE or Equivalent as approved by CPWD

Contractor is required to produce authorization to bid from the above approved manufacturers. However guarantee lies with manufacturer only.

The contractor/ specialized agency should have an established service center operating in Tamil Nadu.

b) Should have a valid PAN (Permanent Account Number of Income Tax) & Service Tax Registration no.

c) It is desirable that the bidder should have valid PF Registration No and VAT Registration No. in the state of Tamil Nadu In case, the parties do not have PF Registration No, VAT Registration No. in the state of Tamil Nadu, the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.

d) Tenderer should visit the site before submission and get certificate from the Engineer-in-Charge (EPI) and same should be submitted along with the tender

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

EPI’s empanelled contractors can also participate in the tender provided they fulfill the above qualifying requirements.

3. Tenderers have to confirm whether they are registered under MSME Act or not, if so, relevant copy of the registration letter is to be attached in Envelope-1

4. Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & CPP Portal: www.eprocure.gov.in

  (i) Notice Inviting Tender
  
  (ii) Instruction to Tenderers and General Conditions of Contract (GCC) of EPI. This can be downloaded from EPI website at www.epi.gov.in >Tenders > GCC signed & submit along with the tender, Addendum to Instruction to Tenderers, Memorandum, Form of Bid, Letter of Undertaking.
  
  (iii) Additional Conditions of Contract, Technical Specification & Addendum to Technical Specification and Drawings
  
  (iv) Price Bid
5. The complete tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website www.epi.gov.in & CPP: Portal. Relevant experience certificates and other documents as mentioned above CI 1.0(a) to 1.0 (f) duly attested by the Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion certificates from the clients shall be in the name of the company who is submitting the tender. The Contractor has to produce original documents for the verification as and when demanded. The tender of any tenderer shall be rejected if in the detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory/forged. The decision of EPI in this regard shall be final and the binding the tenderer.

6. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 59,000/- (Rupees Fifty Nine Thousand Only). This can be either in the form of Crossed Demand Draft or Pay Order or Bank Guarantee of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable Favoring “Engineering Projects (India) Ltd.”, payable at Chennai. Tenders submitted without EMD or adequate amount of EMD shall be rejected.

7. The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender / submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

8. EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

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

10. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation for authenticity of the PQ documents/BG from the concerned department/bank.

11. Tender documents shall be issued by and submitted to:

   Group General Manager  
   Engineering Projects (India) Ltd.  
   3D, EC Chambers,  
   92, G N Chetty Road,  
   T Nagar, Chennai - 600017

   Tel. No. – 044-28156421  
   Fax No. – 044-28156629
FORM OF TENDER

(TO BE TYPED ON LETTER HEAD)

To

ENGINEERING PROJECTS (INDIA) LIMITED
3D, East Coast Chambers,
92, G N Chetty Road,
T Nagar, Chennai-600017

Ref.: Cruise Passenger Facilitation Centre in the existing Passenger Terminal at Chennai Port Trust.
- Lift Works.

NIT No. : ________________________________

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”.

Seal & Signature of the Bidder
6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and/or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

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

Date the __________________________ day of ____________________________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS):

OCCUPATION

ADDRESS

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

ENGINEERING PROJECTS (INDIA) LIMITED
3D, East Coast Chambers,
92, G N Chetty Road,
T Nagar, Chennai-600017

Ref.: Cruise Passenger Facilitation Centre in the existing Passenger Terminal at Chennai Port Trust.
- Lift Works

NIT No.: __________________________________________

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: ___________________
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

Ref. : Cruise Passenger Facilitation Centre in the existing Passenger Terminal at Chennai Port Trust. - Lift Works.


<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>
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<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Cruise Passenger Facilitation Centre in the existing Passenger Terminal at Chennai Port Trust. - Lift Works</td>
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<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Chennai Port Trust</td>
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<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
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<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 59,000/- (Rupees Fifty Nine Thousand Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 29,50,000/- (Rupees Twenty Nine Lakhs Fifty Thousand Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for Completion of Work</td>
<td>NIT</td>
<td>Total work to be completed in 3 (Three) months in accordance with the time schedule of completion of work in the tender documents</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>9.0 (GCC)</td>
<td>10% (Ten percent) of Contract Value.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>--</td>
<td>SBI PLR Plus 2%</td>
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<tr>
<td>ix)</td>
<td>Number of Installments for recovery of Mobilization Advance</td>
<td>--</td>
<td>As per GCC</td>
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Seal & Signature of the Bidder
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<tr>
<td>x)</td>
<td>Validity of Tender</td>
<td>4.0 (GCC) 90 (Ninety) Days from the date of opening of price bid.</td>
</tr>
<tr>
<td>xi)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>13.0 (ACC) 5.00% (Five percent only) of contract value within 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.</td>
</tr>
<tr>
<td>xii)</td>
<td>Retention Money</td>
<td>12.0 (ACC) 5.00% (five percent only) of the contract amount which shall be deducted in the manner set out in this contract.</td>
</tr>
<tr>
<td>xiii)</td>
<td>Time allowed for starting the work</td>
<td>43.0 (GCC) The date of start of contract shall be reckoned 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Defect Liability Period</td>
<td>74.0 (GCC) 12 (twelve) Months from the date of taking over of works.</td>
</tr>
<tr>
<td>xv)</td>
<td>Jurisdiction</td>
<td>17.3 (ACC) Courts in Chennai</td>
</tr>
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**SIGNATURE OF TENDERER:**

**NAME (CAPITAL LETTERS):**

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**OCCUPATION:**

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**ADDRESS:**

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<td>______________________________</td>
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**SEAL OF TENDERER**
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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 INTRODUCTION

Chennai Port Trust intends to undertake the Cruise Passenger Facilitation Centre in the existing Passenger Terminal at Chennai Port Trust. - Lift Works

3.0 Scope of work:

The brief scope of work in this tender shall include (but not limited to) supply, installation, testing, commissioning & maintenance, Defect Liability Period of LIFTs

Apart from above, any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out on item rate basis as per bill of quantities and tender conditions and the price quoted by the tenderer shall remain FIRM throughout the tenure of the contract.

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out of ITT of the Tender. The Tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of tenderers 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 tenderers.

5.0 DISQUALIFICATION

The tenderers may note that they are liable to be disqualified and not 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 (ten) years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / 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 tenderers attempt to influence any member of the selection committee.

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 contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.
6.0 (a) The set of tender documents shall contain one set of hard copy of tender drawings and stamped by the tenderer and shall form part of agreement.

(b) The tenderer who have downloaded the tender documents and drawings from EPI’s website shall also submit one set of hard copy of tender documents along with set of tender drawings duly signed and stamped by the tenderer and shall form part of agreement.

7.0 SPECIFICATIONS

i) All works in general are to be carried out in accordance with the CPWD Specifications, BIS codes, handbooks etc. All items shall be as per approved makes detailed in BOQ/ Technical specification.

ii) This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract.

iii) The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably be inferred there from and if the contractor finds any discrepancy in the specifications and drawings and between the drawings, he shall immediately and in writing refer the same to the employer who shall decide which is to be followed.

vi) The work order/LOI will be issued by EPI and handing over of the site and date of commencement of the contract shall be within 10 (ten) days of issue of such letter.

8.0 PRICE ESCALATION

Price escalation is not applicable.

9.0 MOBILIZATION ADVANCE – Mobilization advance upto maximum of amount as mentioned in the “Memorandum” to the “Form of Tender” shall be paid to the Contractor on submission of non-revocable and unconditional Bank Guarantee for an amount equal to 110% of the Mobilization Advance.

10.0 TERMS OF PAYMENT:

i) 85% after initial inspection and delivery at site in good condition on pro-rata basis.

ii) 10% after completion of installation in all respects.

iii) Balance 5% will be paid after testing, commissioning and handing over to the client / ChPT for beneficial use.

The final bill payment to the PARTY shall be released only after handing over of the equipment for use by client and when PARTY submits Sales Tax /VAT clearance certificates, EPF clearance certificate, all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.

The party shall have no claim on EPI in case the payments are delayed due to any reason whatsoever. Payment of all extra / substituted / variation items etc. if any, related to PARTY’s scope of work shall be amicably settled by EPI after completion of work.
11.0 WATER & ELECTRICITY – Electricity & Water shall be given by Client / EPI on payment basis at site to be borne by the tenderer / contractor.

12.0 RETENTION MONEY - Clause no. 10.0 of GCC shall be modified as under:-

The retention money shall be deducted from each running bill of the Contractor at 5% (five percent only) of the gross value of the Running Account Bill and shall be refunded on completion of Defect Liability Period (DLP).

13.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

In the event of award of “Works”, PARTY shall submit to EPI, Cross Demand Draft / Bank Guarantee from a Nationalized Bank / Scheduled Bank towards Security Deposit cum performance guarantee @ 5% (Five Percent Only) of the contract value of the accepted tender within 15 days from the date of LOI shall be valid up to the defect liability period failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished along with tender. SDPG will be refunded on successful completion of work and handing over to client.

14.0 TAXES AND DUTIES

The relevant and required documents in respect of VAT assessment / service tax assessment for EPI for availing exemption / deductions by EPI are to be submitted along with each RA bill failing which the VAT Tax levied / suffered by EPI is to be borne by the contractor and will be recovered from the forthcoming bills. The bills are to be submitted in the format required under the respective tax acts indicating input tax.

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

15.0 COMPLETION AND TAKING OVER

As soon as the project is finally completed, the Contractor shall inform EPI and EPI shall in turn inform to Chennai Port Trust. Chennai Port Trust shall nominate a Board of Officers for checking/verification of completed work as per the scope of work for final taking over the project.

16.0 A final certificate of rectification of all defects pointed out by the handing over taking over board detailed by Chennai Port Trust /EPI and / or during defect liability period shall be obtained from the nominated officer of Chennai Port Trust /EPI prior to releasing of the Security deposit by EPI.

17.0 JURISDICTION :

The courts in Chennai alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all matters.
18.0  **PLANT & MACHINERY**

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as per contract documents.

The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

19.0  The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

a) Completion certificate issued by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).

b) Computerized stage wise payment schedule.

c) No claim certificate by the contactor.

d) No claim certificate from the sub-agencies / venders engaged by the contractor.

e) ‘As built’ drawings.

f) Periodical services and measurement books.

g) Drawings for layout of underground cables and details showing location of sluice valves, electric cable joints etc.

h) All operation and maintenance manuals.

i) All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in scope of Contractor.

j) Manufacture’s guarantee of various machines / equipments installed as part of works.

20.0 The Tenderers must understand that the items marked in schedule of work are actual items to be executed. Alteration, omission, deduction or addition from / to these items is at the discretion of the employer without effecting the terms of the contract.

21.0 **Working and Construction Drawings.**

The specialized agency/ successful tenderers shall prepare shop drawings and all works shall be according to approved working drawings. Shop drawing shall give dimensions and shall incorporate the requirements of the client. Approval of drawings does not relieve the contractor of his responsibility to meet the intent of the specifications. All such drawings for approval shall be submitted in 06 copies to the construction teams. In addition, the specialized agency/ successful tenderers shall submit manufacturer details and get them approved before ordering. This has to be done whether the materials/ equipment are one of the approved makes or not.

22.0 **Time of Completion**

The entire work as per offer shall be completed within 03 (Three) months from the date of issue of work order. The time of completion is firm and final and supersedes any other time mentioned elsewhere in any clause(s) of tender document.

The period of completion given includes the time required for mobilization and testing as well, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge including the monsoon season.

The Contractor shall scrupulously adhere to the targets/program as envisaged in his micro-plan of work program by deploying adequate personnel and construction tools and tackles and he shall also supply all materials of his scope of supply in time to achieve the targets set out.
The Contractor shall give every day a report on category-wise labour and equipment deployed along with the progress of work done on previous day. The progress of work shall be proportionate to completion time.

Time is the essence of this contract and the allotted work must be completed within the specified time. Extension of time may be granted in very exceptional circumstances if the work gets delayed due to the reasons beyond the control of the successful bidder. This clause of extension of time will have precedence over any other similar clauses if they are at variance with this clause. There will be penalty for non-completion of the work in time as indicated elsewhere.

In case the successful bidder i.e. the contractor fails to execute the work as per agreed schedule of program of work and as per specified quality and/or lags behind in activities required for timely completion of work, as determined by EPI/Client, then EPI shall give 15 days’ notice to the contractor in writing to achieve the specified quality and/or deploy adequate resources to the satisfaction of EPI, for timely completion of work. Upon expiry of the notice period, if the contractor fails to achieve specified quality and/or fails to action for timely completion of work, then EPI shall have option to withdraw the remaining work PARTLY or in FULL from the contractor and get the same executed at the risk and cost of the from alternative agencies with 10% EPI Overheads besides encashment of guarantees submitted by the parties to EPI. The decision of EPI in this regard shall be final and binding on the contractor.

23.0 Clause no. 28.3 of GCC: FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY CONTRACTOR TO EPI - stands Deleted.

24.0 The Contractor shall comply with all the provisions of the following statutory acts or any modifications thereto and the rules made there under from time to time.

- Indian Factories Act 1948
- Payment of Wages Act 1936
- Minimum Wages Act 1948
- Employers Liability Act 1938
- Apprentices Act 1961
- Workmen’s Compensation Act 1923
- Industrial Disputes Act 1947
- The Maternity Benefits Act 1961
- Contract Labour (Regulation and Abolition) Act 1970
- Employment of Children Act 1933
- Provident Funds and Miscellaneous Provisions Act 1952
- The Employee’s Pension Scheme 1995

25.0 The Contractor shall indemnify EPI against any payments to be made as hereunder and for the observance of the provisions of the aforesaid Acts.

Should a report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act 1970, EPI shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a worker or workers by the reason of non-fulfillment of the Conditions of the Contract relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract or non-observance.
26.0 Before commencing the execution of the work, the contractor shall insure against any damages / loss or injury which may occur to any property including any employee arising out of the execution of the contract.

Insurance charges for insurance to be taken by EPI for the project as per contract with Client shall be borne by PARTY in proportion to value of amended work. The PARTY shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the PARTY against work done. The PARTY shall assist EPI in follow up with insurance company in case of any claim related to PARTY’s scope of work. EPI is not liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever.

27.0 The PARTY shall post adequate competent engineers and supervisor staff at site for day-to-day execution and supervision of its works etc. during the entire duration of the contract including maintenance / defect liability period. In case the PARTY fails to deploy adequate number of personnel at site / office, EPI after giving seven days notice shall engage the required personnel solely at the Risk and Cost of the PARTY and debit the cost of the same to the account of PARTY. EPI shall exercise overall management, monitoring and co-ordination of project. EPI shall not post any staff during maintenance / defect liability period for which the PARTY shall make suitable arrangement to the satisfaction of EPI/ Client.

28.0 Inspection: Inspection by ChPT / EPI at manufacturing works before dispatch to site is covered under contractor’s scope. No extra payment will be made towards Inspection & testing.

29.0 Entry Passes
Access by land through the port is also restricted and entry passes will be issued, upon prior request in writing. All constructional personnel of the contractor shall adhere to the prescribed departmental procedures while entering the site, during the course of work and leaving the site on completion. Charges for Harbour Entry Permits if any, will be borne by the contractor.

30.0 License, Permits, etc.,
The contractor shall make his own arrangements for obtaining all necessary licenses, permits etc., for his crafts and also for the procurement of any spares that he may require during the progress works. The contractor shall have adequate supply of necessary spares from the very beginning to ensure that no serious delay or holdup occurs in the execution of works. Requisite Statutory Approvals will be arranged by the tenderer without any extra cost.

31.0 Drawings
The contractor shall submit the required drawings for the approval of the engineer. The execution drawings should be got approved by the contractor before commencement of any works.