TENDER DOCUMENT

TENDER No.: BHI/PI(S)/665/1086

FOR

Tender for Supply of HGTU for stacking line for the Project of “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package-061), for Bhilai Steel Plant at Chhattisgarh”.

VOLUME – I

Notice Inviting Tender (NIT),
Memorandum,
Instructions to Tenderer,
Letter of Undertaking,
General Purchase Condition (GPC),
Additional Purchase Condition (APC)

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
B-32, Phase - II,
Surya Vihar, Bhilai (Chhattisgarh) – 490020
ENGINEERING PROJECTS (INDIA) LTD.  
(A. Govt. of India Enterprise)

NOTICE INVITING TENDER

NIT No.: BHI/PI(S)/665/1086  

Tender for Supply of HGTU for stacking line for the Project of "Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package-061), for Bhilai Steel Plant at Chhattisgarh".

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of work</th>
<th>Period of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply of HGTU for stacking line</td>
<td>45 (Forty Five) days from the date of issue of LOI or 25 days from the date of handing over of last approved drawings, whichever is later.</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall be in the battery limit of (PKG- 061) - “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package-061) for Bhilai Steel Plant at Chhattisgarh”. The detailed scope of work is given in the tender document.

Time schedule of tender activities:

i) Date & Time of sale of Tender Documents  
   From 18.04.16 to 29.04.16  
   (till 2:00 PM)

ii) Last Date & Time of Submission of Tenders  
    30.04.16 by 03.00 PM

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid)  
     30.04.16 at 03.30 PM

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

i. The Bidder should have experience of executing similar work in last five years in steel plant/ power plant/industrial projects. Similar work means Supply of Technological Structures for conveyors for any one of the project for which documentary evidence like copy of WO & certified invoice/completion certificate from client shall be submitted.

ii. The Bidder should have a valid PAN No. (Permanent Account Number), VAT and Service Tax Registration.

iii. The bidder should have Chhattisgarh VAT registration. If bidder is not having Chhattisgarh VAT registration, bidder should confirm that they submit the Chhattisgarh VAT registration certificate within 15 Days from the date of LOI or before submission of 1st RA Bill.
iv. Should have average annual turnover of minimum Rs. 38 Lacs during last three financial years ending on 31.03.2015.

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

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

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<table>
<thead>
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<tbody>
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<td>i)</td>
<td>Notice Inviting Tender (NIT)</td>
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<td></td>
<td>Volume - I</td>
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<td>ii)</td>
<td>Memorandum, Letter of Undertaking</td>
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<td>Instructions To Tenderer</td>
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<td>General Purchase Conditions</td>
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<td>Additional Purchase Conditions (APC)</td>
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<td>vi)</td>
<td>Price Bid</td>
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<td>Volume - II</td>
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<td>Volume - III</td>
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</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. 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 Group General Manager, Engineering Projects (India) Ltd., B-32, Phase – II, Surya Vihar, Bhilai – 490020 from 18.04.16 to 29.04.16 (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.

c) Valid NSIC certificate/relevant copies of the registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act shall be submitted against Tender Fee, if applicable. Tenders submitted without Tender Fee or with inadequate amount of Tender Fee, non-submission of NSIC certificate/relevant copies of the registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act shall be rejected.
4.0 All Tenders shall be accompanied with Earnest Money Deposit (EMD) of Rs. 1,91,000.00 (Rupees One Lac Ninety One Thousand only) in the form of crossed Demand Draft or Pay Order favouring “Engineering Projects (India) Ltd.” payable at Bilal or in the form of BG from any Nationalized Bank/Scheduled Bank. Otherwise valid NSIC certificate should be submitted along with the Tender. Original of the said certificate may be produce to EPI at the time of Techno Commercial opening.

Valid NSIC certificate/relevant copies of the registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act shall be submitted against EMD, if applicable. Tenders submitted without EMD or with inadequate amount of EMD, non-submission of NSIC certificate/relevant copies of the registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act shall be rejected. PSUs are exempted from submitting the EMD.

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

6.0 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.

7.0 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.

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

9.0 Time is the essence of this NIT and timeline of supply will be strictly adhered to.

10.0 The approved General Arrangement Drawings will be issued in phased manners by EPI.

11.0 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.eprocure.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:

Group General Manager
ENGINEERING PROJECTS (INDIA) LTD.
B-32, Phase – II,
Surya Vihar,
Bhilai – 490020 (C.G)
Mobile No. +919425296140, +917772889111
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Govt. of India Enterprise)  

INSTRUCTIONS TO TENDERERS  

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

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

i) Earnest Money Deposit as per clause 2.0 of ‘Instructions to 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, General Purchase Conditions, Additional Purchase Conditions, 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 (Technical Specifications, signed and stamped by the Bidder)  
vi) Volume-IV (Drawings)  
vii) Copy of power of attorney/partnership deed, duly attested by Notary Public authorizing the person who signs the tender.  
x) Any other information as required to be submitted along-with the tender.  
x) 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.:** ____________________________

**DUE ON:** ____________________________

**FROM:** (Name of the Contractor)

The outer envelope shall be duly sealed and shall be delivered at place of submission of tender by the date and time fixed for receipt of tender as mentioned in “Notice Inviting Tender”. The tenders received after the date and time of tender receipt shall not be considered and shall be returned to the 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 receipt of tender by due date and time fixed for tender receipt. All the envelopes shall be addressed to the authority who has invited the tender as mentioned in “Notice Inviting Tender”.

1.1 First the Envelope-1 of the 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 un-conditional 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 1,91,000.00 (Rupees One Lac Ninety One 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 enclosed proforma valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected, if applicable.

3.0 EPI reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind itself to accept the lowest tender.
EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

4.1 **FOR ITEM RATE TENDERS**

The rates quoted shall remain firm till completion of the work 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.

4.1.3 Price shall be quoted against each item in Bill of Quantities. Items for which are not quoted shall be executed by the contractor free of cost.

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 Contractor 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 works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the 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 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a or as an employee of a Contractor having interest in EPI for a period of
two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the tender or engagement in the Contractor’s service.

12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum” to “Form of Tender”.

13.0 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Intent / Letter of Work Order, Bill of Quantities, Additional Purchase Conditions, General Purchase Conditions, Specifications, 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 including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

14.0 The work will be carried out as per approved drawings to be issued from time to time during execution.

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. Bidders who are not submitting NSIC / MSME certificate for EMD & Tender fee exemption.
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 and of conditions at which stores, tools, plant, etc. will be issued to him by EPI (if any), local conditions and political situations and other factors having bearing on the execution of the works. No claim of Contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the work.

19.0 SECURITY DEPOSIT

The successful bidder shall furnish Security Deposit (SD) of 5% of the Order value by Bank guarantee either in the stipulated proforma or Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank within one week from the date of issuance of LOI. Security Deposit shall be released after defects liability period.

20.0 EPI reserves the right to split the order.

21.0 PAYMENT TERMS

The PAYMENT TERMS shall be as follows:

a) 90% Payment Progressively on delivery of material at site.
b) 10% after 6 months from the last lot of supply reached at site.

22.0 QUANTITY VARIATION

± 20% of the value of order with no limit to variation in quantities of individual items.

23.0 COMPENSATION OF DELAY

As per Clause No. 26.0 of APC.

24.0 TIME SCHEDULE & COMPLETION TIME

Completion of work : 45 (Forty Five) days from the date of issue of LOI or 25 days from the date of handing over of last approved drawings, whichever is later.

25.0 VALIDITY OF OFFER

30 days from the date of opening of price bid.
26.0 **DEFECT LIABILITY PERIOD**

As per Clause No. 18.0 of APC.

27.0 **USE OF STEEL**

The contractor shall have to use such items of steel as are manufactured by SAIL only, if some of the steel sections are not available with SAIL then NOC is required from BSP/EPI for using of Non-SAIL steel sections from integrated steel producing plants like RINL, TISCO, ESSAR, JINDAL, ISPAT conforming to BIS standards.
# MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

**REF:** Tender for Supply of HGTU for stacking line for the Project of “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package-061), for Bhilai Steel Plant at Chhattisgarh”.

**NIT No.: BHI/PI(S)/665/1086**

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<th>S. NO.</th>
<th>Items</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td>Supply of HGTU for stacking line</td>
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<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td>Bhilai Steel Plant, Bhilai</td>
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<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>Rs. 1,91,000.00 (Rupees One Lac Ninety One Thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Time of completion of work</td>
<td>45 (Forty Five) days from the date of issue of LOI or 25 days from the date of handing over of last approved drawings, whichever is later</td>
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<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>NA</td>
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<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>30 days from the date of opening of price bid.</td>
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<tr>
<td>xi.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>5% of order value</td>
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<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>As per payment clause no. 21 (b) of ITT.</td>
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<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>The date of start of contract shall be reckoned 7 days from handing over the respective site.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>As per Clause no. 26 of ITT.</td>
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<td>xv.</td>
<td>Arbitration</td>
<td>Arbitration shall be as per provision of clause no. 27 of APC.</td>
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<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>Courts at DELHI/NEW DELHI</td>
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</table>

**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 HGTU for stacking line for the Project of “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package-061), for Bhilai Steel Plant at Chhattisgarh”.

NIT No.: BHI/PI(S)/665/1086

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 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: ____________________
ENGINEERING PROJECTS (INDIA) LTD.
(A GOVT OF INDIA ENTERPRISE)

MATERIALS MANAGEMENT DIVISION

GENERAL PURCHASE CONDITIONS

1. DEFINITION

1.1 The Buyer means Engineering Projects (India) Limited, a Company incorporated in India and having its registered office and Corporate Office at Core 3, Scope Complex, Lodi Road, New Delhi-110003.

1.2 Supplier’ means the tenderer whose tender has been accepted and shall include his/its/their heirs, executors, administrators or successors and permitted agents as the case may be.

1.3 'Purchase Order' means the letter of memorandum, communicating to the supplier, the acceptance of his tender and include an advance acceptance of his tender.

1.4 'Consignee' means where the stores are required by the purchase order to be dispatched by rail, road, air or steamer, the person specified in the Purchase Order to whom they are to be delivered at the destination, where the stores are required by the Purchase Order to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.

1.5 ‘Inspectors’: Inspectors deputed by BUYER.

2. TERMS & EXPRESSIONS

Terms & expressions not herein defined shall have the same meanings as assigned to them in the Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

3. PRICES

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons whosoever which may occur while the order is being carried out.

4. Payment Terms

Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a cheque or demand draft in accordance with the following procedure.
4.1 90% of the price of the equipment/material shall be paid on proof of dispatch to the consignee through bank or delivery to an interim consignee, if any, on production of Inspection Note issued by the Inspector, Maker's Test Certificate, the number- and date of the Railway receipt, postal receipt, bill of lading or consignment note under which the goods charged for in the bill are dispatched by rail, post, sea or air respectively and the number and date of the letter with which such railway receipt, post receipt, bill of lading shall also be attached to the bill and in the case of stores dispatched by post, the postal receipt shall be attached in original to the bill. The bank charges shall be borne by the supplier.

4.2 Balance 10% of price of equipment/material shall be released within 30 days after expiry of the warranty period as per Clause No. 17.

5. Insurance to be arranged by BUYER.

6. Inspection, Checking, Testing

The stores covered by the Purchase Order shall be subject to preliminary inspection and testing at any time prior to shipment and/or dispatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual dispatch before and after completion of packing.

The supplier shall inform the BUYER at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/its sub-supplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier.

If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier.

In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices.

Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.

In any case, the stores must be strictly in accordance with the Purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. Maker's Test Certificate:

Maker's Test Certificate shall be supplied by the supplier at the time of inspection. Failure to comply may cause delay in the issue of certificate of inspection and
consequent delay in delivery and payment.

8. **Packing, Marking and Painting:**

A. The stores shall be dispatched by the supplier adequately packed in appropriate packing which should be suitable for sea and inland carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and all equipment should be properly lubricated.

B. Each package shall contain packing list in English. Each packing shall bear the following marking in English, in indelible paint:

(i) Address of the Ultimate Consignee (ii) Address of the Interim Consignee, if any (iii) Name of Railway Station for ultimate and interim consignee, (iv) Supplier's name (v) Name of Equipment (vi) Railway Station from where dispatched (vii) Purchase Order No. & Date (viii) Package Number (ix) Gross Weight in Kg (x) Net Weight in Kg (xi) Outer Dimension in cm (xii) TOP 'Do NOT TURN OVER' 'HANDLE WITH CARE' etc.

The package shall indicate the centre of gravity with a red vertical line, wherever required, together with marking for slings.

The package which cannot be so marked shall have metal tags with the above marking on them.

As far as possible, size of packing shall remain within the permissible limit allowed by the Indian Railways. If this is not possible, timely information will be given and necessary over dimension sanction obtained.

9. **Security Deposit:**

The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalized Bank (if from any other bank the bank guarantee should be duly countersigned by State Bank/Reserve Bank). The bank guarantee should remain valid till completion of supplies.

10. **Dispatch Instructions:**

Dispatches of stores will be arranged by Public Tariff rates. In case of FOR Station of Dispatch stores shall be booked at full wagon rates whenever available and by the most economical route or by most economical tariff available. Failure to do so will render the supplier liable for any avoidable expenditure caused to the BUYER.

11. **Assembly, after sales service and training:**

If required by the BUYER the supplier shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use.

The supplier shall provide necessary "After Sales Service" and also impart training to the Consignee's staff in the operation and maintenance of the equipment free of cost to the satisfaction of the consignee. Furthermore, all tools and plants particularly heavy cranes, which are generally used as well as semi-skilled and unskilled labour for the assembly of such machinery will be provided by the BUYER free of cost to the
supplier with consumable stores, like fuel, oil, lubricants, battery acids, cotton waste, grease etc., free of cost for the purpose of starting the machines, testing and putting them into good working order.

12. **Respect of Delivery Date:**

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorization in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. **Penalty for late deliveries:**

The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.

14. **Risk Purchase on Default**

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract upto the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.

15. **Delay due to force majeure**

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Chairman and Managing Director, EPI, New Delhi as to whether the deliveries so resumed shall be final and binding on both the parties. In case Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

BUYER shall be at liberty to take over from the supplier at a price to be fixed by the Chairman and Managing Director, EPI, New Delhi which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

16. **Rejection, Removal of Rejected Goods and Replacement**

In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the Supplier at his/its own expenses and
risk within the time allowed by the BUYER. The BUYER shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid. All expenses incurred by the BUYER for such disposal shall be to the account of the supplier. The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

17. Warranty

The supplier shall warrant that every material/plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality.

The items should be consistent with the established, recognized or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue not withstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier.

18. Performance Guarantee

The supplier shall guarantee that any/all material used in execution of the Purchase Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects.

The supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12 months after the same has been put in service or 18 months from the date of dispatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

19. Indemnity

The supplier shall at all times indemnify the BUYER against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the BUYER, the BUYER shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise therefrom.

The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfillment of the
contract.

20. **Spare Parts**

The supplier shall furnish itemized and priced list of spare parts required for two years normal operation of the equipment alongwith the quotation.

21. **Drawings**

The supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.

22. **Literature of Equipment**

Following literature and documents for the equipment shall be supplied in five copies each free of cost alongwith the equipment,

(a) Operator’s instructions (b) Service Manual (c) Illustrated and detailed parts catalogues (d) Specifications (e) A list of service tools required for routine servicing of the equipment.

23. **Arbitration**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right matter or thing whatsoever if any, arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or any contradictions or otherwise concerning the purchase order 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/General Manager (accepting authority) of Engineering Projects (India) Ltd. and if the Chairman and Managing Director/General Manager is unable or unwilling to act to the sole arbitration some other person shall be appointed by the Chairman and Managing Director/General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (India) Ltd., and that he had to deal with matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chairman and Managing Director/General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director/General Manager as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Cases where the amount of award in claim is Rs. 50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the arbitration act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes
or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each disputes or difference referred to him.

The avenue of arbitration shall be such place as maybe fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to the contract.

24. **Court Jurisdiction**

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Delhi/New Delhi only.
Check List for Evaluation & Selection of Suppliers / Vendors

1. Name
2. Address
3. Contact Person
4. Proprietor
5. a) Phone Nos.
   b) Fax Nos.
6. Items / Products
7. Manufacturer
   Distributor
   Dealer
   Stockist
8. Facilities Available
   a) Testing Facilities
      i) For Incoming materials
      ii) For In process
      iii) For Final Product
   b) Can Issue Test Certificate
      Yes   No
   c) Details of Manufacturing Facilities
   d) Products being manufactured
      (Product Catalogues)
9. Annual Turn Over
10. Whether ISO 9000 certified or not
11. Whether IS certified or not
12. Reference list of important customers during last five years
13. Ability to give after sales service
14. Sample sent or not

To Incharge MMD
EPI

Signature of Vendor / Supplier
Name
Designation
Date
Data has been collected over phone verbally.

Signature of person collecting data

**Evaluation & Review**

Reviewed the details of vendor Product is suitable

If Yes basis

Sample checked
Specification checked
Supplier’s details reviewed
Enjoys goodwill / Reputation

Testing facilities adequate
Enquiries from customers of sub suppliers

Past performance with EPI

Approved Reviewed

Signature Signature
ADDITIONAL PURCHASE CONDITIONS (APC)

1.0 The following Additional Purchase Conditions shall be read in conjunction with General Purchase Conditions. These Additional Purchase Conditions shall supersede the General Purchase Conditions wherever they are at variance, otherwise GPC is applicable.

Clause no 11, 20, 21 and 22 of General Purchase Conditions (GPC) is not applicable to this Tender.

2.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The scope of work of the party shall be Supply of HGTU for stacking line for the project of “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package-061) for Bhilai Steel Plant at Chhattisgarh” as per approved drawings, Technical Specifications and BOQ given in the Tender Document.

3.0 USE OF STEEL:

The contractor shall have to use such items of steel as are manufactured by SAIL only, if some of the steel sections are not available with SAIL then NOC is required from BSP/EPI for using of Non-SAIL steel sections from integrated steel producing plants like RINL, TISCO, ESSAR, JINDAL, ISPAT conforming to BIS standards.

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). The Bidders are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. 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

In addition to clause no. 14 of Instructions To Tenderers (Suppliers), 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 Tender fee & EMD.
f) Non-submission of Tender fee if not valid NSIC / MSME Certificate submitted.

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

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

Following breakup of payment shall be followed:

a) 90% Payment Progressively on delivery of material at site.

b) 10% after 6 months from the last lot of supply reached at site.

8.0 Taxes & Duties:

i) Price quoted by the bidder shall be inclusive of all the taxes & duties as per the price schedule of NIT document. All the columns of taxes & duties shall be duly filled without blank space.

ii) In case any tax/duty is not acceptable, the bidder has to either write NIL or NA.

iii) Transit Insurance will be in EPIL scope however all documents related to transit insurance will be provided by the bidder.

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

i) If any rate of tax is increased or decreased, 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.
10.0 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.

11.0 COMPLETION PERIOD

Completion of work: 45 (Forty Five) days from the date of issue of LOI or 25 days from the date of handing over of last approved drawings, whichever is later.

12.0 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.

13.0 GUARANTEE

The Contractor shall be responsible for the rectification of defects in the works for a period of twelve months from the date of taking over of the works by the Owner/Client. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.

14.0 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.

15.0 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.

16.0 The work shall be carried out in accordance with the drawings approved by the EPI/BSP/MECON. Before the commencement of any item 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.

17.0 Security Deposit:

The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalized Bank (if from any other bank the bank guarantee should be duly countersigned by State Bank/Reserve Bank). The bank guarantee should remain valid till completion of defects liability period.
18.0 DEFECTS LIABILITY PERIOD

The bidder shall be responsible for the rectification of defects in the works for a period of twelve months from the date of completion of supply. Any defects discovered and brought to the notice of the bidder forthwith shall be attended to and rectified by him at his own cost and expense. In case the bidder fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the bidder.

19.0 BOQ

i) Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers (Suppliers), General Purchase Conditions (GPC), Additional Purchase conditions (APC), Technical Specifications, Drawing, Schedules, and Annexure & Addendum etc. to tender Document.

ii) ± 20% of the value of contract with no limit to variation in quantities of individual items.

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

20.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING

The Engineer-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work price bears to the original contract work price, and the certificate of the Engineer-In-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of such extension shall be allowed to the Contractor.

The rates for such additional, altered or substituted work under this clause shall be worked out as follows:

The Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-In-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-In-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-In-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor.

However, the Engineer-In-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such
manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non settlement of rates of items falling under the clause.

21.0 The bidder has to arrange for inspection and shall submit internal inspection certificate/document and nothing extra shall be paid.

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 INSPECTION AT MANUFACTURER’S WORK:

The bidder shall provide such facilities at his own cost 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.

24.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS:

No advance will be paid.

25.0 It will be the sole responsibility of bidder to obtain all statutory approvals and completion clearance from the all relevant statutory bodies and for all other services as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI with the local bodies will also have to be done by the bidder. Nothing extra shall be payable to bidder on this account. No claim whatsoever in this regard shall be entertained.

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

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

If the Successful bidder fails to attain completion of the work 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 their 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.

27.0 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: -
27.1 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 thereunder on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

27.2 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.

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

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

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

27.6 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.

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

27.8 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: Not withstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:-
A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either Bidder to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises 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. 4(1)/2011- DPE (PMA)-GL dated: 12/06/2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

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

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

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

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

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

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

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

Dated................................this day of.................200.

For and on behalf of the Bank

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