SHORT NOTICE INVITING TENDER

FOR

PRE TENDER TIE UP ON EPC BASIS FOR SEWAGE TREATMENT PLANT
FOR SEWERAGE NETWORK IN SINGRAULI MUNICIPAL CORPORATION
AREA OF SINGRAULI MUNICIPAL CORPORATION., SINGRAULI (M.P.)
## INDEX

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>VOLUME</th>
<th>Description</th>
<th>No of Pages</th>
<th>Total No of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>I</td>
<td>NIT &amp; BIDDER’S INFORMATION</td>
<td>1-7</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>ITT</td>
<td>8-11</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>SCC</td>
<td>12-13</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>II</td>
<td>GCC of EPIL</td>
<td>AS PER ATTACHMENT</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>III</td>
<td>Salient Feature &amp; Scope of work</td>
<td>1-157</td>
<td>157</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Technical Specifications of STP</td>
<td>158-167</td>
<td>10</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Layout Plan of Sewerage network</td>
<td>168</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>Approved Makes</td>
<td>169-171</td>
<td>3</td>
</tr>
<tr>
<td>9</td>
<td>IV</td>
<td>Billing Breakup</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Price bid sheet</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>
ENGINEERING PROJECTS (INDIA) LTD.  
(A Govt. of India Enterprise)

SHORT NOTICE INVITING TENDER

Tender No: EPI/WRO/CON/B03/0113 29.09.2016

Engineering Projects (India) Ltd. invites the sealed Lumpsum rate short notice inviting tender for pre tender tie up on EPC basis for sewage treatment plant tender for Sewerage Network in Singrauli Municipal Corporation Area of Singrauli Municipal Corporation, Singrauli (M.P.) With O & M 10 Years in two bids (Techno commercial – Envelope 1 and Price bid- Envelope-2, Both the envelopes shall be kept in Third envelope ) from the eligible and interested bidders for the following works

The brief scope of work included in this tender shall include (but not limited to) EPC contract including Soil Investigation, Design, Detailed engineering, supply, erection, Testing & commissioning of STP including SCADA PLC, pumping station, necessary electrical and mechanical accessories with 10 years O & M

Time schedule of tender activities.

i) Date & Time of download of Tender Documents: 29.09.2016 to 07.10.2016 between 11.00 AM to 4.00 PM

ii) Last Date & Time of Submission of Tenders: 10.10.2016 upto 4 PM

Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender. The joint ventures are not accepted.

I. Technical & Financial Criteria

   a) Bidder having an experience of Construction of Sewage Treatment Plant on EPC basis at least one number STP of capacity of 11 MLD or more by SBR technology/any other proven technology in last 5 years within any Municipal corporation area running successfully in India.

   b) Bidders must have average Annual Financial Turnover for last three consecutive financial years ending 31.3.2016 not less than 750.00 Lacs. Copies of Balance
sheet/Certificate duly certified by from Chartered Accountants to be submitted. The bidder should not have incurred loss in more than one year in last three consecutive years ending 31.03.2016.

c) Proprietorship /Partnership deed/ Memorandum and Articles of Association of the firm and their details are to be submitted.

d) Copies of valid Service tax / VAT registration certificate (as applicable) and PAN of income tax and registration certificate with Council of Architecture etc are to be submitted.

e) Bidder shall be required, to furnish details of Skilled and Trained Manpower Including Engineers and Technical staff employed and detail of software and hardware etc available with the Bidder.

f) Bidders may please note that successful bidder has to execute the job as EPC contract including Soil Investigation, Design, Detailed engineering, supply, erection, Testing & commissioning of STP including SCADA PLC, pumping station, necessary electrical and mechanical accessories with 10 years O & M.

g) Bidders have to submit the following document signed and stamped

- Duly signed and Stamped Short NIT documents along with Power of Attorney of Person signing.
- Relevant Experience Certificate with order copy.
- Write up for the technology for which the bidder is qualifying & proposing for this work.
- Financial details for last three financial years certified by Chartered Accountant & Balance sheet & P&L A/c. for financial Year ending March 2016.
- Solvency Certificate not older than one year.
- Company profile including organization chart
- Copy of VAT Registration, Service Tax Registration, PF Registration Certificate (If Applicable)
- Duly attested Copy of PAN Card.
- Bidders Information Sheet.
• Any other relevant details.

h) The bidders should confirm whether they are registered with MSME/NSIC. Bidder having valid registration with NSIC under unified registration scheme for category of work which is same as for definition of similar work will be exempted from submission of tender fee and EMD.

i) Necessary supporting documents substantiating their claim shall be submitted along with technical bid. Bidders are also advised to ensure that they are eligible for the aforesaid benefits on the basis of submitted documents. It is to be noted that in the absence of requisite supporting documents the benefit shall not be extended and in such cases if the offer is received without requisite tender fee and EMD the bid will be rejected.

2.0 Though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he 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.

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

1. NIT
2. ITT
3. SCC
4. GCC of EPIL
5. Salient Feature & Scope of work
6. Technical Specifications of STP
7. Layout Plan of Sewerage network
8. Billing Breakup
9. Approved Makes
10. Price bid sheet

Client Documents

4.0 The complete Tender Documents are available on website and the same can be downloaded by the intending bidders directly from EPI Website www.epi.gov.in and www.eprocure.gov.in. The tender fees of Rs. 2,000/- (Rupees Two Thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.” payable at Mumbai shall be submitted by the bidder along with their bid in Envelope1.
5.0 All tenders shall be accompanied by the initial Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees one lac only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank in favoring “Engineering Projects (India) Ltd.”, payable at Mumbai. The EMD shall be valid for minimum period of 180 days (one hundred fifty) from the last day of submission of Tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected.

6.0 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.

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

8.0 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 and CPP-Portal www.eprocure.gov.in regularly.

9.0 The price bid of those bidders who are qualified based on the technical documents submitted in envelope 1 shall only be opened. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to authentically of the PQ documents from the concerned department. There shall be no public opening of bids

10.0 In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.

11.0 In case of any discrepancy between the downloaded tender and the approved hard copy, the approved hard copy shall hold good for contractual as well as legal purposes. The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the downloaded tender document being submitted by him and it is identical to the tender document appearing on the Website.
12.0 Tenderer should also keep the complete tender documents spirally bounded duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

13.0 The tender documents shall be issued by and submitted to:
General Manager (Contracts)
Engineering Projects (India) Ltd,
6A, 6TH Floor, BakhtawarTower,
Nariman PointMumbai-400021
Tel No: 022 22885900  Fax: 022 22882177
E-mail – wro-contracts@engineeringprojects.com
Website - www.epi.gov.in
# Bidders Information

<table>
<thead>
<tr>
<th>Company Name*</th>
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<tr>
<td>Registration Number*</td>
</tr>
<tr>
<td>Registered Address*</td>
</tr>
<tr>
<td>Name of Partners/Directors</td>
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<tr>
<td>Bidder type*</td>
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<td>Indian/Foreign</td>
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<td>City*</td>
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<td>State*</td>
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<td>Country*</td>
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<tr>
<td>Postal code*</td>
</tr>
<tr>
<td>PAN/TAN Number*</td>
</tr>
<tr>
<td>Company’s Establishment Year</td>
</tr>
<tr>
<td>Company’s Nature of business*</td>
</tr>
<tr>
<td>Company’s Legal status*</td>
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<tr>
<td>Limited company/</td>
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<tr>
<td>Undertaking/Joint</td>
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<tr>
<td>venture/Partnership/others</td>
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<tr>
<td>Company Category*</td>
</tr>
<tr>
<td>Micro unit as per MSME/</td>
</tr>
<tr>
<td>Small unit as per MSME/</td>
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<tr>
<td>Medium unit as per MSME/</td>
</tr>
<tr>
<td>Ancillary unit/Project of affected person of this company/SSI/others</td>
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<tr>
<td>Contact Details</td>
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<tr>
<td>Enter Company’s Contact Person Details</td>
</tr>
<tr>
<td>Title *</td>
</tr>
<tr>
<td>Mr/Mrs/Dr/Shree/Ms</td>
</tr>
<tr>
<td>Contact Name*</td>
</tr>
<tr>
<td>Date of Birth* (DD/MM/YYYY)</td>
</tr>
<tr>
<td>Correspondence Email*</td>
</tr>
<tr>
<td>Designation</td>
</tr>
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<td>Phone *</td>
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SIGNATURE OF BIDDER
| **SIGNATURE OF BIDDER** |
| (Phone details eg: +91 044 22272449) |
| **Mobile** |

**BANKER DETAILS**

| **PAN NO** |
| **TIN NO** |
| **ACTIVE BANK A/C DETAILS** |
| **A/C NO** |
| **A/C TYPE** |
| **BRANCH ADDRESS** |
| **IFSC** |

*Mandatory information (must be filled by the bidders)*
INSTRUCTIONS TO TENDERERS

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, New Delhi as per details given below.

2. The short tender for Pre tender tie up on EPC basis for Sewage Treatment Plant on for tender for Sewerage network in Singrauli Municipal Corporation area of Singrauli Municipal Corporation, SINGRAULI (M.P.) as described in the Enquiry Letter.

3. The tenderer is required to sign each page of ‘Tender Documents’ and return the complete ‘Tender Documents’ duly signed and stamped on each page.

4. Tenders shall be submitted on or before 4 PM on 10.10.2016 in sealed envelope marked “Tender for Pre tender tie up on EPC basis for Sewage Treatment Plant on for tender sewerage network in Singrauli Municipal Corporation area of Singrauli Municipal Corporation, SINGRAULI (M.P.)”

5. The tenderer is required to submit their offer in 2 separate sealed and super scribed envelopes indicating the following:-

   1st Envelope (Techno-Commercial Bid)

   The tenderers are requested to furnish the documents required for pre-qualification if any in this envelope.

   In this envelope the tenderer should also keep the Initial EMD, complete ‘Tender Documents’ duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

   2nd Envelope (Price Bid)

   The form of Price Bid duly filled in with the rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription “Price Bid” No terms and conditions or deviations if any or any other thing should be kept in this envelope.

   The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para. – 3.
The sealed price-bid of such tenderers who are found suitable & acceptable on scrutiny of documents furnished by them in first envelope shall only be opened. The tenders of all such parties, who are not found suitable, shall not be considered and their earnest money deposit will be returned. The decision of EPI in this regard shall be final & binding on the party.

6. EPI reserves the right to postpone the tender submission date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/ clarifications after the tenders have been scrutinized.

A ‘Pre-Tender Tie-Up Agreement’ giving various terms and conditions of EPI against this tender has been furnished to the tenderers. EPI at its option may enter into ‘Pre-Tender Tie-Up Agreement’ with the selected tenderer on the terms & conditions contained in the ‘Pre-Tender Tie-Up Agreement’.

7. The tenderers are required to deposit Earnest Money Deposit (EMD) of an amount of Rs..........................................................in two parts as follows: (This amount should match the EMD stipulated by clients in their tender)

   a) The first part of the EMD for an amount of Rs.1,00,000/- (Rupees One lac only) shall be deposited by all the tenderers as Initial EMD alongwith their offer.

   b) The second part towards balance EMD shall be deposited by the successful tenderer only before signing of “Pre-Tender Tie-up Agreement” between EPI and the successful tenderer.

   c) The EMD shall be in the form of crossed Demand Draft drawn in favour of EPI Ltd., Mumbai a Nationalized Bank/Scheduled Bank in the prescribed enclosed Performa initially valid for 180 days from the due date of tender or validity period stipulated by clients in their tender, whichever is later. Tenders not accompanied with Initial EMD are liable to be rejected.

   d) The bidders who have worked/ are working with EPI and who have outstanding certified payments of work done due from EPI may request for taking/withholding the amount of initial EMD from their due payments of work done. EPI will verify the due payments from its records and accept the request of the bidder in this regard only if due payment is available with EPI on the date of submission of the tender. In case no due payment is available in the records of EPI, the offer of the bidder will be liable for rejection without any further recourse and EPI’s decision shall be final and binding on the bidder. Such bidders have to enclose a request letter along with their bids in envelope-1 mentioning the name & work order number of the project where payment is due and the details of due payments and authorizing EPI to withhold initial EMD
amount from their due payment. However, such bidders have to submit full amount of EMD i.e. total amount of first part and the second part of EMD as contained in sl. 8(a) and (b) above in case they are successful and EPI enters into a pre-tender tie-up agreement with them.*

Initial* EMD must be submitted in 1st envelope super scribed as “Techno-Commercial”. The tenderer must not keep Earnest Money with Price Bid in the 2nd envelope.

9. a) Initial EMD deposited shall be returned to the unsuccessful tenderer after decision has been taken by EPI on the tenders received.

b) The successful tenderer with whom, EPI enters into ‘Pre-Tender Tie-up Agreement’ shall be required to deposit the second part of the EMD as stated in clause no. 8 (b).

10. In the event of EPI being awarded the project by the Client, the EMD of the selected tenderer with whom EPI has entered into ‘Pre-Tender Tie-Up Agreement’ shall be converted as part of the security deposit or returned on their furnishing Security Deposit, performance guarantee etc. as per terms of contract and on unconditional acceptance of the order issued to the selected tenderer by EPI. In case EPI is unsuccessful in the tender to the Client, EMD of such tenderer shall be returned only after EPI receives back its EMD from Client.

11. 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, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

12. The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI.

13. Tenders with following discrepancies are liable for rejections;
a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.

b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without/inadequate EMD.

c) Tender received after specified date/time whether due to postal or other delays.

d) Tender in respect of which canvassing in any form is resorted to by the tenderer.

e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

14. No deviation shall be allowed from the terms and conditions stipulated in the ‘Tender Documents’ and tender containing deviations are liable to be rejected. If any Deviation is inescapable, the same must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these ‘Tender Documents’. EPI does not bind itself to accept any or all deviations. EPI reserves its right to reject such tenders without any further correspondence with the tenderer and their price bid shall not be opened.

15. EPI reserves the right to split the work. Even after opening of tenders EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.

16. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

17. These ‘Instructions to Tenderers’ shall form part of the ‘Tender documents’.

18. In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees as specified in ‘Tender Documents’ within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.

19. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications of the work to be done and of conditions at which stores, tools, plant etc. will be issued to him by EPI, if any, local conditions and political situations and other factors having bearing on the execution of the works. No claim of contractor whatsoever, within the purview of this clause,
shall be entertained at any stage of the project.

20. The tenderer must carefully inspect and examine the site and its surrounding and completely satisfy himself before submitting tender as to the nature of the ground, form and the nature of the site, over ground or underground utilities or services which may hinder the progress, means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information to risks, contingencies and other circumstances which may influence or effect the tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and also of the conditions and specifications.

21. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.

22. EPI reserves the right to reject any or all tenders or annul this process at any stage without assigning any reasons thereof and EPI does not bind itself to accept the lowest tender. The tenderer shall have no claim on EPI on this account whatsoever.

23. In case the tender cannot be submitted by any tenderer for any reasons the complete set of ‘Tender Documents’ in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.

24. The sub-contract shall be governed by the Indian Laws for the time being in force.

25. Jurisdiction: All disputes shall be subject to ..............................................Courts alone.

26. Tenderer shall submit the following documents along with their tenders in the first envelope (Techno-Commercial Bid)
   a) List of works executed during the last 5 years indicating name of the client, value, date of start and completion.
   b) List of works under execution indicating name of the client, value, date of start and completion.
   c) Details of similar works executed.
   d) Audited balance sheet and profit and loss account for the last 3 years.
   e) Copy of latest income-tax returns filed.
   f) Details of manpower available.
   g) Details of equipments, tools and plant available.
   h) Credentials and completion certificates.
i) Registration Certificate/Memorandum of Association/Partnership Deed.

j) Copy of Provident Fund Number allotted by PF authorities.

k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

l) Solvency certificate from Bank.

m) Any other document as stipulated above and in “Tender Documents’

Seal and signature of the tenderer
**SPECIAL CONDITION OF CONTRACT**

1) **Scope of Work**: Survey, Design, Engineering, Supply, Erection, Testing, Commissioning of 3 nos. of Sewage Treatment Plant of capacity 11 MLD, 10 MLD & 10 MLD on EPC basis including SCADA, PLC, Pump & Pumping Machinery and all related electromechanical works by SBR Technology or any other proven technology including O&M for 10 years.

The choice of Technology should be proven technology in working possession for the last 5 years for the capacity not less than the capacity of treatment proposed and should be based on

1.1 The availability of land already identified by the Municipal Corporation.

1.2 Effluent characteristics should meet the standards set out by MoFF and CPCB for discharging the treatment water in inland water resources or disposal on land.

1.3 Reuse of the treated water in community purposes like gardening and fire-fighting etc. Also use for irrigation and industrial purposes should be explored.

1.4 The technology proposing by the bidder for this work should be the technology for which the bidder is qualifying.

2) **Validity of Tender**: 120 days

3) **Performance Guarantee**: 5% of the contract valid till physical completion of work

4) **Security Deposit**: 5% to be deducted from RA bills

5) **Price to be quoted**: Firm

6) **Mobilization Advance**: Nil
7) Secured Advance : Nil
8) Stipulated period of completion : 24 Months
9) Details of milestone : To be discussed and mutually agreed
10) Compensation for delay : 0.05% per day of delay subject to maximum of 10% of contract price
11) Defect Liability period : 60 months after physical completion of work
12) Operation & Maintenance : 10 Years after completion of work
13) Validity of EMD : 180 days from the last day of submitting of tender
14) EMD Deposit : In the form of FDR/DD in favour of Engineering Projects (India) Limited, Mumbai. All bidders to submit initial EMD of Rs.1,00,000/- in the form of DD. The second part of balance EMD (0.5% of the quoted amount) by the successful bidder with whom EPI will sign the pre-tender tie up agreement.
15) Payment Terms : As per Tender conditions (enclosed)
16) Furnished Office Accommodation and mobility & communication to be provided by the contractor to EPI as per clause no 28.3 of GCC : Not Applicable