TENDER DOCUMENT

NIT No. - DLI / C&E / WI-665/761

Tender for ‘Supply of Instrumentation Cables of various sizes for the project of “Augmentation of Raw Material Receipt & Handling Facilities with new OHP, Part-B (Package- 061) of Bhilai Steel Plant (SAIL)”.

VOLUME- 1

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, Scope Complex, 7, Institutional Area,
Lodhi Road, New Delhi-110003
TEL NO: 011-24361666  FAX NO. 011- 24363426
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NIT No.- DLI/C&E/VI-665/761

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ENGINEERING PROJECTS (INDIA) LTD.
(A. Govt. of India Enterprise)

NOTICE INVITING TENDER


1.0 Engineering Projects (India) Ltd. invites sealed offers for Design, Engineering, Manufacturing, Testing at Works & Supply of Instrumentation Cable of various sizes at Bhilai Steel Plant (SAIL) Bhilai in Chattisgarh from eligible bidders.

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<td>1.</td>
<td>Design, Engineering, Manufacturing, Testing at Works &amp; Supply of Instrumentation Cable of various sizes for the Project of ‘Augmentation of Raw Material Receipt &amp; Handling Facilities with New OHP Part-B (Package-061) of Bhilai Steel Plant, (SAIL)” Bhilai.</td>
<td>02 Months from the date of manufacturing clearance to be given by EPI.</td>
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The brief scope of work included in this tender shall include (but not limited to) Design, Engineering, manufacture, shop fabrication, assembly, testing & inspection at manufacturer’s works, packing, dispatch, transportation, delivery at site of Instrumentation Cable of various sizes at Bhilai Steel Plant (SAIL), Bhilai Chattisgarh.

The detailed scope of work is given in the tender document.

Time schedule of tender activities.

(i) Date & Time of sale of Tender Documents } 11.00 AM to 04.00 PM

(ii) Last Date & Time of Submission of Tenders } 08.11.2016 by 02.00 PM

(iii) Date & Time of Opening Envelope-1 } 08.11.2016 at 03.30 PM

Offers from the following manufacturers of Instrumentation Cables as per approved/preferred make list of M/s. Bhilai Steel Plant, SAIL-Bhilai for pkg-061 are only acceptable.

1. M/s Asian Cables
2. M/s Thermopads
3. M/s Delton
4. M/s LAPP Cables
5. M/s M.E.M Industries
6. M/s Universal cables
7. M/s Brooks Cables
8. M/s Belden
9. M/s KEI Industries
10. M/s Paramount Cables
11. M/s Cords Cables
12. M/s Uniflex Cables
13. M/s Elkay Telelinks
14. M/s Rajnigandha
15. Special cables
16. M/s TCL Cables
17. M/s Friends Cables
18. M/s Daksha Cables
19. M/s Crystal Cables
20. M/s Udey Pyro-Cables
21. M/s Fort Gloster

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

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3.0 a) The complete Tender documents are available on the website of EPI and the same can be downloaded by the intending bidders directly from EPI website. The tender fees of ₹ 1,000/- (Rupees One thousand only) (Non-Refundable) by Crossed Demand Draft favoring “Engineering Projects (India) Ltd.”, payable at New Delhi shall be submitted by the bidder along with their bid in Envelope-1.

b) Alternatively, Tender documents can be obtained from the Executive Director (Consultancy & Engineering), Engineering Projects (India) Ltd., 3rd Floor, Core-3, SCOPE Complex, 7 Lodhi Road, New Delhi − 110003 from 11.00 AM to 04.00 PM on all working days (Monday to Friday) except Public Holidays, on submission of request letter. Tender document shall be issued to prima-facie eligible bidders on payment of ₹ 1,000/- (Rupees One thousand only) (Non-Refundable) by Crossed Demand Draft favoring “Engineering Projects (India) Ltd.”, payable at New Delhi.
Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory.

4.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of ₹ 42,000/- (Rupees Forty Two Thousand only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD favoring, “Engineering Projects (India) Ltd.”, payable at New Delhi or in the form of Bank Guarantee of any Nationalized Bank / Scheduled bank, in accordance with the prescribed proforma, favoring “Engineering Projects (India) Ltd., New Delhi”. The EMD shall be valid for a minimum period of 150 days (One hundred fifty days) from the last day of submission of Tender. Valid NSIC registration certificate/MSME registration certificate may be submitted for claiming exemption from EMD if applicable. Tenders submitted without Tender fee, EMD or with inadequate amount of EMD, non submission of NSIC registration certificate/MSME registration certificate for claiming exemption from EMD shall be rejected.

“Bidders have to submit confirmation letter whether they are registered under NSIC/MSME Act or not and if yes, then relevant copies of the registration letter (in the form of Memorandum-2) with the concerned DIC / NSIC registration certificate to be enclosed in Envelop-1 i.e. Techno- Commercial Part and a request letter for claiming exemption from submission of Tender fee and EMD” for consideration of bid.

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

6.0 EPI reserves the right to accept any tender or reject any or all tenders or split the work or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion. The corrigendum, addendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.engineeringprojects.com only. The intending tenderers are requested to visit the EPI’s website regularly for this purpose.

The tender documents shall be issued by and submitted to:

**Executive Director (Consultancy & Engineering)**

ENGINEERING PROJECTS (INDIA) LTD

3rd Floor, Core-3, Scope Complex,

7, Lodhi Road,

New Delhi – 110003

TEL. NO. :- 011-24366226, 24361666 Ext. 2328, 2323, 2343

FAX NO. :- 011-24363426
**MEMORANDUM**

Ref.: Design, Engineering, Manufacturing, Testing at Works & Supply of Instrumentation Cable of various sizes for the Project of ‘Augmentation of Raw Material Receipt & Handling Facilities with New OHP Part-B (Package-061) of Bhilai Steel Plant, (SAIL)’.

**NIT No. : DLI/C&E/WI-665/761**

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| i)     | Name of work                               | Design, Engineering, Manufacturing, Testing at Works & **Supply of Instrumentation Cables** of various sizes for the project of “Augmentation of Raw Material Receipt & Handling Facilities with New OHP, Part-B (Package-061) at Bhilai Steel Plant, (SAIL)”.
| ii)    | Owner/Client / Employer                     | Bhilai Steel Plant (SAIL)                                                                                                                  |
| iii)   | Type of Tender                             | Lump Sum                                                                                                                                  |
| iv)    | Earnest Money Deposit                      | ₹ 42,000/- (Rupees Forty Two Thousand only)                                                                                            |
| v)     | Time for completion of work                | 2 months (Two Months) from the date of manufacturing clearance to be given by EPI.                                                        |
| vi)    | Mobilization Advance                       | --NA--                                                                                                                                     |
| vii)   | Interest Rate on Mobilization Advance      | --NA--                                                                                                                                     |
| viii)  | Number of Installments for recovery of Mobilization Advance | --NA--                                                                                                                                     |
| ix)    | Validity of Tender                         | 90 (Ninety) Days from the opening of price bid.                                                                                           |
| x)     | Security Deposit cum performance Guarantee | 5.00% (five Percent only) of contract value in the form of Bank Guarantee within 15 days from the date of issue of telegram / letter / telex / FAX of Intent of acceptance of tender and validity of Bank Guarantee up to defects liability period |
| xii)   | Time allowed for starting the work         | --NA--                                                                                                                                     |
| xiii)  | Defect Liability Period                    | 12 (Twelve) Months from the date of taking the work.                                                                                     |
over of the equipment/cable by Bhilai Steel Plant, SAIL.

xiv) Arbitration Amended

xv) Jurisdiction Courts in Delhi / New Delhi

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : _________________________________________

OCCUPATION _________________________________________

ADDRESS _________________________________________

________________________________________

SEAL OF TENDERER
INSTRUCTIONS TO TENDERERS (Suppliers)

1. Sealed tenders in the prescribed from are invited by Engineering Projects (India) Limited, New Delhi.

2. The tenderer is requested to sign each page of tender document and return the complete tender documents.

3. Tenders shall be submitted in sealed envelope marked with ‘Title’, ‘Number’ and ‘Last Date of receipt of Tender’ for the items as given in the ‘Covering Letter inviting Tender’ at the following address by Registered Post or through messenger with in the last date of receipt of tender given in the letter inviting Tender:

   The General Manager (Consultancy & Engineering)
   Engineering Projects (India) Limited,
   Core-3, Scope Complex,
   7, Lodhi Road, New Delhi – 110003

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

   1st Envelope (Techno-Commercial Bid)

   The tenderers are requested to furnish the documents as required in clause no. 25 in respect of the credentials of the tenderer in this envelope.

   In this envelope the tenderer should also keep the complete tender documents duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and superscribe the envelope with "Techno-Commercial Bid".

   2nd Envelope (Price Bid)

   The form of Price Bid duly filled in with the item 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 sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and technically acceptable 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 two envelopes should be enclosed again in a sealed cover superscribed as mentioned in Para. -3.

5. The bidders should quote in words as well as in figures the item rates quoted by them. In absence of which the bids may not be considered and are likely to be rejected. The amount of each item should be worked out and requisite totals given.
All corrections / cuttings should be signed by the tenderer. Each page of the tender should be signed by the tenderer. 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.

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

7. Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the ‘Covering Letter inviting Tender’ in the form of crossed Demand Draft drawn in favour of “Engineering Projects (India) Ltd.” payable at Delhi or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed performa valid for 120 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

This must be submitted in 1st envelope super scribed as “Techno –Commercial”. The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

8. The EPI’s format for Bank Guarantee towards ‘Earnest Money Deposit’ and “Security Deposit cum Performance Guarantee” is enclosed herewith.

9. EPI reserves the right to postpone the tender due 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.

10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.

11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit / returned on receipt of Security Deposit and unconditional acceptance of the order.

12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney / affidavit / Board. Resolute on 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.
13. The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI.

14. 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.
   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.

15. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon 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. Normally no deviation is accepted.

16. EPI reserves the right to split the order.

17. 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 any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

18. These instructions to tenderers shall form part of the tender documents.

19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.

20. 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 etc. No claim within the purview of this clause shall be entertained at any stage.

21. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.
22. In case the tender cannot be submitted 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.

23. The order shall be governed by the Indian Laws for the time being in force.

24. Jurisdiction: All disputes shall be subject to Delhi Courts alone.

25. Tenderer shall submit the following documents in respect of their credentials along with their tender in the ‘first envelope’.

   a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.

   b) List of order under execution indicating name of the client, value, date of order and delivery.

   c) Audited balance sheet and profit and loss account for the last 3 years.

   d) Registration Certificate / Memorandum of Association / Partnership Deed.

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

   f) Sales Tax Clearance Certificate.

Seal and signature of
The Tenderer
(For NIT No. 761)

ADDENDUM TO “INSTRUCTIONS TO TENDERERS (SUPPLIERS)”

1.0 CLAUSE NO. 3 of Instructions to Tenderers stands amended as below:

Tenders shall be submitted in sealed ................Tender:

Executive Director (Consultancy & Engineering),
Engineering Projects (India) Limited,
3rd Floor, Core-3, Scope Complex,
7, Institutional Area, Lodhi Road
New Delhi – 110 003

2.0 CLAUSE NO. 4 of Instructions to Tenderers (Suppliers) stands amended as below:

The tenderer is required to submit their offer in 2 separate sealed and superscribed envelopes indicating the following:-

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to fulfill the requirement as given in “Notice Inviting Tender” Clause No. 1.0.

In this envelope the tenderer should also keep the complete tender documents duly signed and stamped by them on each page as their acceptance, 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 item rates both in words and figures in the same form (Price Bid Schedules) 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 sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and technically acceptable 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 two envelopes should be kept again in a sealed cover super scribed as mentioned in Para. -3 of ITT.
3.0 **CLAUSE NO. 7 of Instructions to Tenderers (Suppliers)** stands amended as below:

Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the ‘Covering Letter inviting Tender’ in the form of crossed Demand Draft drawn in favour of “Engineering Projects (India) Ltd.” payable at New Delhi or in the form of Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed performa valid for 150 days (One Hundred and Fifty) from the last date of submission of tender. Tender not accompanied with Tender Fee & Earnest Money shall be rejected. This must be submitted in 1st envelope super scribed as “Techno –Commercial”. The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

4.0 **CLAUSE NO. 15 of Instructions to Tenderers (Suppliers)** stands amended as below:

No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected.

5.0 **CLAUSE NO. 17 of Instructions to Tenderers (Suppliers)** stands amended as below:

The tender shall remain open for acceptance for a period of 90 days from the opening of price bid of 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.

6.0 **CLAUSE NO. 22 of Instructions to Tenderers (Suppliers)** stands deleted.

7.0 **CLAUSE NO. 25 of Instructions to Tenderers (Suppliers)** stands deleted.

All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.
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 includes 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
1.0 The following Special Conditions of Contract shall be read in conjunction with General Purchase Conditions (GPC). If there are any provisions in these Special Conditions of Contract, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Special Conditions of Contract shall take precedence.

2.0 INTRODUCTION

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

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) Supply, testing & inspection at manufacturer’s works, packing, dispatch, transportation, delivery at site of Instrumentation Cable of various sizes (as indicated in Volume-2B of technical part) at Bhilai Steel Plant (SAIL)/EPI, Bhilai Chattisgarh.

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 ongoing/past projects.

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

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

e) Non submission of tender fee, EMD or with inadequate amount of tender fee/EMD.

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

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

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

7.0 PAYMENT TERMS

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

The bidder shall reimburse the EPI all costs, charges, damages or expenses which the EPI may have paid or incurred on behalf of the bidder, if and to the extent to which the bidder is liable under this Contract to pay within thirty (30) days upon written request of the Engineer, failing which such costs, charges, damages or expenses shall be deducted by the EPI from any money due or becoming due by the EPI to the bidder under this Contract or any other Contract failing which such amounts shall be considered as debt from the successful bidder to the EPI and shall be recoverable accordingly.

Any Indian Income Tax which EPI may be required to deduct by law or statute, shall be deducted at the source and the same shall be paid to Income Tax Authorities on account of the bidder. EPI shall provide the bidder a certificate for such deduction of Tax. The bidder shall indicate their Permanent Account Number with the relevant Income Tax Authority to EPI. Bidders shall maintain books of account and shall get the account audited as per Section 44DA of Income Tax Act.

If the bidder is exempted from the deduction/recovery of Income Tax, no such recovery shall be made by EPI provided successful bidder furnishes valid exemption Certificate issued by Income Tax Department to this effect.
Breakup of payment shall be followed as under:-

i) 5% of the total order value specified in Price Schedule excluding taxes, duties (except service tax) shall be released after approval of data sheets and QAP from EPI/MECON/BSP.

ii) 90% of the total material received at site in good condition as specified in price schedule excluding taxes, duties (except service tax) shall be released towards progressive payments and getting MRC (Material Received Certificate) from EPI site office. 100% of the taxes and duties shall also be released on submission of documentary evidence for payment of such Taxes & duties.

iii) Balance 5% of the total order value specified in Price Schedule excluding taxes, duties (except service tax) shall be released after getting performance guarantee certificate from MECON/BSP OR 12 months from the date of receipt of last consignment, whichever is earlier against submission of BG of equal amount as per EPI’s proforma valid for one year from date of release of this payment.

7.2 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 applicable, 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.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>VAT Rate as per CGVAT Act (%)</th>
<th>VAT input tax credit available to BSP (%)</th>
<th>CG VAT Amount (Rs.)</th>
<th>CG VAT Input tax Credit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2.11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 the total work shall be as mentioned in the NIT & tender documents.

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

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 their 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 their 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 them self that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-Charge of EPI 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 The bidder shall arrange for inspection of cables and shall submit internal inspection certification/documents and nothing extra shall be paid.

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

19.0 **BOQ:**

   i) Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers (Suppliers), Addendum to ITT (Suppliers), Special Conditions of Contract, Technical specifications, Drawing, Schedules, Annexure & Addendum etc. to tender Document.

   ii) Quantity variation shall be considered as (+/-)15% of the tender BOQ quantity.

   iii) Bidder has to quote only as per the price-bid format enclosed (Volume-III-price bid part of NIT).

20.0 **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.

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

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

22.0 It will be the sole responsibility of bidder to obtain all statutory approvals and completion clearance from 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.

**23.0 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, at the rate of 0.5% of the total Contract value plus escalation, if any, excluding taxes & duties per complete week of delay or part thereof subject to a maximum of 5% of the total contract value plus escalation, if any, excluding taxes & duties by making deductions from the Successful bidder's RA bills or by encashment of their Bank Guarantees.

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.

**24.0 CENVAT**

24.1 Void

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

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

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

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

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

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

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

25.0 Dispatch instructions shall be issued to successful bidder separately.

26.0 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: -

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

26.2 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.

26.3 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.
26.4 The arbitrator may proceed with the arbitration ex-parte, if the Bidder, in spite of a notice from the arbitrator, fails to take part in the proceeding.

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

26.6 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.

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

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

Note: Notwithstanding anything contained 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 the 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.

27.0 JURISDICTION:

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