TENDER DOCUMENT

TENDER NO.: DLI/C&E/WI-675/300

FOR

Tender for Supply of “Colour Coated GI Sheets, Ridge Flashing and Corner Flashing” for the project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant (SAIL), Bhilai, Chhattisgarh.”

VOLUME – I

NOTICE INVITING TENDER

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
Email: core@engineeringprojects.com
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NOTICE INVITING e-TENDER (NIT)

DLI/C&E/WI-675/300

Date: 01.09.2017

Tender for Supply of “Color Coated GI Sheets, Ridge Flashing and Corner Flashing” for the project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) of Bhilai Steel Plant (SAIL), Bhilai, Chhattisgarh”.

Engineering Projects (India) Ltd. invites the online item-rate offer for the above work through e-Tendering for Bhilai Steel Plant (SAIL) in Chhattisgarh from eligible vendors for the following work:

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<th>Name of work</th>
<th>Period of Completion</th>
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<td>1.</td>
<td>Supply of “Color Coated GI Sheets, Ridge Flashing and Corner Flashing” for the Project of “Augmentation of Fuel &amp; Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant at Bhilai, Chhattisgarh”.</td>
<td>2 (Two) months from 7 days from the date of LOI or 30 days from the date of handing over of approved data sheet, whichever is later.</td>
</tr>
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</table>

The brief scope of work included in this tender shall include (but not limited to) manufacturing, supply, painting, inspection at manufacturer’s works, packing, dispatch, transportation, delivery to site of “Color Coated GI Sheets, Ridge Flashing and Corner Flashing” at Bhilai Steel Plant (SAIL), Bhilai, Chhattisgarh. The detailed scope of work is given in the tender document.

Time schedule of tender activities:

i) Date & Time of downloading of Tender Documents : Upto 16.09.2017 (till 04.00 PM)

ii) Last Date & Time of Online Submission of Tenders : On or before 18.09.2017 upto 12:30 PM

iii) Date & Time of Online Opening Envelope-1 (Techno-Commercial Bid) : 18.09.2017 at 2:00 PM

1.0 Bidders who fulfill the following criteria shall be eligible to apply and offers of only those bidders shall be considered for opening of price bid who fulfills the eligibility criteria. Joint ventures are not allowed to bid in the tender.

i) The Bidder should have experience of executing following similar work in last five years in steel plant/ power plant/other industrial project.

   a) One similar work of min. value of ₹ 65.36 Lac or
   b) Two similar work of min. value of ₹ 49.02 Lac each or
   c) Three similar work of min. value of ₹ 32.68 Lac each

Similar work means supply of Color Coated GI Sheets, Ridge flashing and Corner flashing.

ii) Bidders should submit documentary evidence like completion certificate from client, copy of work order and certified invoice in support of the execution of “similar works”.

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iii) The Bidder should have a valid PAN No. (Permanent Account Number). Copy to be given.

iv) Bidder should have valid GST Registration No. Copy of the GST Registration is to be enclosed unless they are exempted from GST.

v) Should have average annual turnover of minimum ₹ 40.85 Lac during last three financial years ending on 31.03.2016 and copies of audited balance sheets of FY 2013-2014, 2014-2015 & 2015-2016 are to be submitted.

vi) Should not have incurred loss in more than 2 year in last five financial years ending on 31.03.2016. Certificate from Chartered Accountant is to be enclosed for this purpose indicating the Profit/Loss value against each financial year.

vii) Should submit “Solvency Certificate” issued by a nationalized/scheduled bank for a minimum value of ₹ 32.68 Lac issued within 1 year from the last date of submission of tender.

Documentary evidence such as attested copy of work order, completion certificates/performance certificates of previous works executed by them indicating value of each order with date of completion, audited balance sheets shall be submitted by the Bidder failing which the offer shall be rejected.

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 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 (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid Envelope-1 and a request letter for claiming exemption from submission of Tender fee and EMD.

3.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com, CPP Portal: www.eprocure.gov.in and as well as on TCIL Portal: www.tcil-india-electronic.tender.com

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4.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
5.0 Interested bidders have to necessarily register themselves on the portal [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com) through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities:

M/s Telecommunications Consultants India Limited,
6th Floor, TCIL Bhawan, Greater Kailash – 1,
New Delhi – 110 048
Contact No.: 011-26241790
98683 93717/75/92
Email-ID: ets_support@tcil-india.com

They may obtain further information regarding this tender from ED (C&E) at the address given at Clause No. 16.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com) (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section: Instruction to Bidders of the Bidding Documents.

6.0 Bidders can download the bid document from the portal without paying document fees in advance, any time from 18:00 Hrs on 25.08.2017; however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay ₹ 5,000.00 (Rupees Five Thousand only) as non-refundable document fees in the form of Demand Draft in favour of "Engineering Projects (India) Ltd." payable at New Delhi.

7.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no. 1.0 to 2.0 under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date & time of online bid submission. Late bids will not be accepted. Under the above procedure, only first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on scheduled date & time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price Bid part shall be opened only of technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of ₹ 1,63,000.00 (Rupees One Lac Sixty Three 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 favouring "Engineering Projects (India) Ltd.”, payable at New Delhi or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring "Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected.
The bid shall be valid for 90 days from date of opening of Price Bid.

**Tender fee, EMD (in original), Relevant Documents, NSIC/MSME certificate as per Clause No. 2 if bidder is claiming EMD/Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at Clause No. 16.0 below on or before Last date and time of online bid submission. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.**

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

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

10.0 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.

11.0 In case of non-approval of PARTY’s association with EPI for this work by BSP/MECON due to any reason, the tender submitted by them shall be rejected and the PARTY shall have no claim/liability on EPI.

12.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/CPP portal as well as on TCIL portal www.tcil-india-electronic tender.com. The bidders are required to check these websites regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped with tender documents as bid Annexure.

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

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

15.0 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 reserve the right to award the tender to any one of such bidder.

16.0 All correspondence with regard to the above shall be to the following address (By Post/In Person):

**Executive Director (Consultancy & Engineering)**
**ENGINEERING PROJECTS (INDIA) LTD.**
**3rd Floor, Core-3, Scope Complex,**
**7, Lodhi Road,**
**New Delhi – 110003**

Tel No.: 011-24361666 Ext. 2328, 2339, 2331
Fax No.: 011-24363426
E-mail – core@engineeringprojects.com
17.0 EPI reserves the right to place the work order on the bidders from the following addresses:

ENGINEERING PROJECTS (INDIA) LTD.
Core-3, Scope Complex,
7, Lodhi Road,
New Delhi – 110003

OR

ENGINEERING PROJECTS (INDIA) LTD.
B-32, Phase II, Surya Vihar,
Bhilai – 490020

18.0 For site related Queries/Visit:

Shri Praveen Kumar, Site Incharge
ENGINEERING PROJECTS (INDIA) LTD.
B- 32, Phase –II, Surya Vihar,
Bhilai, Chhattisgarh – 490020
Mobile No.: 09425296110

For more information on EPI, visit our website at: www.engineeringprojects.com
For more information on the e-tender, visit website of M/s Telecommunications Consultants India Limited, New Delhi at: www.tcil-india-electrontictender.com
MEMORANDUM

Ref.: Tender for Supply of “Colour Coated GI Sheets, Ridge Flashing and Corner Flashing” for the project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant (SAIL), Bhilai, Chhattisgarh.

NIT No.: DLI/C&E/WI-675/300

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<th>DESCRIPTION</th>
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<td>Name of work</td>
<td>Supply of “Colour Coated GI Sheets, Ridge Flashing and Corner Flashing” for the project of “Augmentation of Fuel &amp; Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant (SAIL), Bhilai, Chhattisgarh”</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client / Employer</td>
<td>Bhilai Steel Plant (SAIL), Bhilai</td>
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<td>iii.</td>
<td>Type of Tender</td>
<td>Item Rate</td>
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<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>Rs. 1,63,000/- (Rupees One Lac Sixty Three Thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Estimated Cost</td>
<td>-</td>
</tr>
<tr>
<td>vi.</td>
<td>Time of completion of work</td>
<td>2 (Two) months from 7 days from the date of LOI or 30 days from the date of handing over of approved data sheet, whichever is later</td>
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<td>vii.</td>
<td>Mobilization Advance</td>
<td>Not Applicable</td>
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<tr>
<td>viii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>Not Applicable</td>
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<td>ix.</td>
<td>Number of Installments for recovery of Mobilization Advance</td>
<td>Not Applicable</td>
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<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>90 (Ninety) days from the opening of price bid of the tender by EPI.</td>
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<td>xi.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>5% of contract value in the form of Bank Guarantee within 10 days from the date of issue of telegram/letter/telex/FAX of Intent of acceptance of tender and validity of Bank Guarantee upto defects liability period.</td>
</tr>
<tr>
<td>xii.</td>
<td>Time allowed for starting the work</td>
<td>The date of start of contract shall be reckoned from 7 days issue of letter of Intent (LOI).</td>
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<tr>
<td>xiii.</td>
<td>Defect Liability Period</td>
<td>As per clause no. 19 of APC.</td>
</tr>
</tbody>
</table>
xiv. Arbitration | Arbitration shall be as per provision of clause no. 31 of APC.

xv. Jurisdiction | Courts at DELHI/NEW DELHI

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : ______________________________________

OCCUPATION : ______________________________________

ADDRESS : ______________________________________

SEAL OF BIDDER
INSTRUCTIONS TO TENDERERS (Suppliers)

1. Sealed tenders in the prescribed form 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 (Contracts)
   Engineering Projects (India) Limited,
   Core-3, Scope Complex,
   7, Institutional Area,
   Lodhi Road, New Delhi – 110003

4. 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 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 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 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 super scribed 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 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.
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 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.

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
ADDENDUM TO “INSTRUCTIONS TO TENDERER (SUPPLIERS)”

1.0 CLAUSE NO. 1 of Instructions to Tenderers (Suppliers) stands amended as below:

Tender shall be submitted through e-Bids only. Kindly refer “Special instructions to Bidders for e-Tendering” for downloading & uploading of tender documents as per NIT.

2.0 CLAUSE NO. 2 of Instructions to Tenderers (Suppliers) stands amended as below:

The tenderer is requested to sign & stamp each page of tender document and upload the complete tender documents as per NIT.

3.0 CLAUSE NO. 3 of Instructions to Tenderers (Suppliers) stands amended as below:

Tenders shall be submitted through e-Bids only. Kindly refer “Special instructions to Bidders for e-Tendering” for downloading & uploading of tender documents as per NIT.

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

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

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to upload the documents as required in “Notice Inviting Tender” Clause No. 1.0 in respect of the credentials of the tenderer in this envelope.

In this envelope the tenderer should also enclose the complete tender documents duly signed and stamped by them on each page as their acceptance, and unpriced copy of price bid. Deviations if any, to be submitted in this envelope.

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 (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid Envelope-1 and a request letter for claiming exemption from submission of Tender fee and EMD.

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 enclosed in this envelope. No terms and conditions or deviations if any or any other thing should be kept in this envelope. In case of commercial deviations, the cost of withdrawal of commercial deviations if any, to be submitted in this envelope.
The 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.

5.0 **CLAUSE NO. 7 of Instructions to Tenderers (Suppliers)** stands amended as below:

Earnest Money deposit for the amount indicated in the ‘Notice inviting Tender’ required to be submitted shall be in the form of crossed Demand Draft drawn in favour of “Engineering Projects (India) Ltd.” payable at New Delhi or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed performa valid for 150 days (One Hundred Fifty Days) from the due date of tender. Tender not accompanied with Earnest Money shall be rejected.

6.0 **CLAUSE NO. 11 of Instructions to Tenderers (Suppliers)** stands deleted.

7.0 **CLAUSE NO. 15 of Instructions to Tenderers (Suppliers)** stands deleted.

8.0 **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 date of opening of price bid of the tenderer by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

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

All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.
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, Lodhi Road, New Delhi-110003.

1.2 Supplier' means the tenderer whose tender has been accepted and shall include heists/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, and 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
   (viii) No. & Date
   (ix) Package Number
   (x) Gross Weight in Kg
   (xi) Net Weight in Kg
   (xii) Outer Dimension in cm
   (xiii) 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 issue of letter of intent (LOI). 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 90 (Ninety) days after expiry of defect liability period.

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 there from.

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 there under 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.
ADDITIONAL PURCHASE CONDITIONS (APC)

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

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 brief scope of work included in this tender shall include (but not limited to) manufacturing, supply, painting, inspection at manufacturer's works, packing, dispatch, transportation, delivery to site of “Color Coated GI Sheets, Ridge Flashing and Corner Flashing” for the project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant (SAIL), Bhilai, Chhattisgarh” as per BOQ, technical specification and approved drawing.

Following is also included in the scope of work:

i) Representative of successful bidder should be available at site during unloading of Sheets and Flashings to ensure completeness as per drawing.

3.0 USE OF STEEL:

The contractor has to use Prime pre-painted gal-valume steel coil manufactured by M/s Bhushan Power & Steel Ltd., Orissa/other reputed manufacturer.

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 incompletion, 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 valid NSIC certificate/relevant copies of registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act for claiming exemption from payment of Tender fee.

f) Non-submission of valid NSIC certificate/ relevant copies of registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act for claiming exemption from EMD submission.

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:

i) 90% payment shall be released progressively on delivery of material at site.

ii) 10% payment shall be released after 6 months from the date of receipt of last consignment.

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. The Invoice shall be raised on EPI as per GST Complaint Invoices. Failure to provide Tax Invoices in desired format or non-payment of taxes or non-filling of GST returns/ mismatch of Invoices would lead to non-availing of Input Tax Credit to BSP/EPI. Thereby is to be borne by bidder and EPI shall deduct such amount along with Interest/penalty/late fees, etc., if any paid by EPI on account of disallowance of ITC, from the next payment/dues due to supplier.

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.

iv) Bidder must have registration under GST.
9.0 While raising invoice for such goods, the invoice should contain the following:
   
a) Tax payer Identification Number under GST Act.

10.0 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.

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

12.0 COMPLETION PERIOD

   Completion of the total work as mentioned in the NIT & tender documents shall be 2 (Two) months from 7 days from the date of LOI or 30 days from the date of handing over of approved data sheet, whichever is later.

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

14.0 GUARANTEE

   The 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 client (BSP). Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by them at their 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.

15.0 PERMITS AND INSPECTIONS

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

16.0 LICENCES

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

18.0 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 issue of Letter of Intent. The security deposit is to be deposited in the form of unconditional and irrevocable bank guarantee from a Nationalized Bank/scheduled bank. Security Deposit is to be released after 90 (Ninety) days from expiry of defect liability period.

19.0 DEFECTS LIABILITY PERIOD

The Contractor shall be responsible for the rectification of defects in the works for a period of 12 (twelve) months from the date of completion of erection. Any defects discovered and brought to the notice of the Contractor 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 be taken up without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.

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

21.0 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) Quantity variation shall be considered as (+/-) 25% of total quantity.

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

22.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING

The Engineer-In-Charge of EPI 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 of EPI 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 of EPI 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 of EPI 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 of EPI 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 of EPI, 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.

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

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

25.0 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.

26.0 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.

27.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS:

No secured advance against non-perishable materials will be paid.

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

29.0 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 subject 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.

30.0 CENVAT/ITC ON GST [Refer Clause No. 8.0 i)]

30.1 The Bidder will ensure dispatches of their own manufactured as well as all bought out plant, equipment & materials directly to work site of the BSP/EPI by issue of Tax Invoice so that the BSP/EPI will get the ITC (Input Tax Credit) of GST paid on all such supplies including imported plant & equipment.

30.2 The Bidder shall issue E-way bill under GST as per the rules prescribed under GST Law and requirements if any under GST rules shall also be complied with by BSP/EPI.

31.0 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 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

31.1 Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things 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 of 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 Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbiter shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

(i) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind,
which is likely to give rise to justifiable doubts as to his independence or impartiality; and 

(ii) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

31.2 If the arbitrator so appointed resigns or 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.

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

31.4 The Arbitrator may proceed with the arbitration ex parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

31.5 The work under the contract shall continue as directed by the Engineer-In-Charge of EPI, during the arbitration proceedings.

31.6 Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Memorandum’ to the ‘Form of Tender’.

31.7 The award of the Arbitrator shall be final, conclusive and binding on both the parties.

31.8 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 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 of difference relating to the interpretation and application of the provisions of the contracts, such dispute or differences shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law
Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law-Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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 in F. No. 4(1)/2013-DPE(PMA)/FTS-1835 Dated: 11/04/2017 of Department of Public Enterprises, Ministry of Heavy Industries & 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................. 201...

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)
**Special Instructions to Bidders for e-Tendering**

**General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com) through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**Instructions**

**Tender Bidding Methodology:**

**Sealed Bid System**

- Single Stage Two Envelope

**Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   - Query to *Engineering Projects (India) Ltd.* (Optional)
8. View response to queries posted by *Engineering Projects (India) Ltd.*
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of relevant Bid-Part (PQ Application)
11. Post-TOE Clarification on ETS (Optional)
    - Respond to *Engineering Projects (India) Ltd.* Post-TOE queries
12. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of relevant part (Financial-Part)
      (Only for PQ Responsive Bidders)
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

**Registration**

To use the Electronic Tender® portal www.tcil-india-electronictender.com, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Any Instructions for Online/ Offline Payment of Registration Fee??**

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

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<thead>
<tr>
<th>TCIL/ ETS Helpdesk</th>
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<tbody>
<tr>
<td><strong>Telephone/ Mobile</strong></td>
</tr>
<tr>
<td>Customer Support: 011-26241790 (multiple lines)</td>
</tr>
<tr>
<td>Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</td>
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<tr>
<td><strong>E-mail ID</strong></td>
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<tr>
<td><a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a></td>
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<td>[Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a>]</td>
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<th>Contact</th>
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<tr>
<td><strong>Engineering Projects (India) Ltd.</strong></td>
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<tr>
<td><strong>Executive Director (Consultancy &amp; Engineering)</strong></td>
</tr>
<tr>
<td>Contact Person</td>
</tr>
<tr>
<td>Engineering Projects (India) Ltd.</td>
</tr>
<tr>
<td>Core 3, Scope Complex, Lodhi Road, New Delhi – 110003</td>
</tr>
</tbody>
</table>
Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/Envelopes
  - Technical-Part
  - Financial-Part

**Offline Submissions:**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

1. **Original copy of the Tender Fee of ₹ 5,000.00 (Rupees Five Thousand only) in form of DD.**
2. **Original copy of the EMD of ₹ 1,63,000.00 (Rupees One Lac Sixty Three Thousand Only) in the form of a Bank Guarantee/DD.**
3. **Original copy of power-of-attorney to sign the tender documents.**
4. **Documentary evidence with regard to registration with NSIC/MSME as mentioned in Clause No. 2 of NIT for tender fees & EMD waiver.**
5. **Pass-phrase (Both for technical and financial bid in separate envelope) to decrypt the Bid.**

**Contact Persons Name:**
Executive Director (Consultancy & Engineering)
Address: Engineering Projects (India) Ltd.
Core 3, Scope Complex, 7 Lodhi Road,
New Delhi – 110003

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE’ (due date & time).

**Note:** The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause no. 1.

**Note:** Bidders are required to pay applicable ETS bidding fees online at the time of bid submission.

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the ‘Main-Bid’, the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Engineering Projects (India) Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.
As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically for Supplier organizations, the following ‘SEVEN KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE: 
While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.