TENDER DOCUMENT

TENDER No.: DLI/C&E/WI-665/328

FOR

Tender for Construction of Road, RCC Drain and Culvert Work for Augmentation of Raw Material Receipt and Handling Facilities with New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at 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
<table>
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<tr>
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<th>DESCRIPTION</th>
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ENGINEERING PROJECTS (INDIA) LTD.  
(A. Govt. of India Enterprise)  
NOTICE INVITING TENDER

DLI/C&E/WI-665/328                                          Dated: 19.04.2018

Tender for Construction of Road, RCC Drain and Culvert Works for Augmentation of Raw Material Receipt and Handling Facilities with New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Bhilai, Chhattisgarh.

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

<table>
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<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Period of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of Road, RCC Drain and Culvert Works</td>
<td>60 days (Sixty days) from the date of handing over of site.</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall be in the battery limit of (PKG-061). 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 03.05.2018 (4.00 PM)

(ii) Last Date & Time of Online Submission: On or before 04.05.2018 (upto 11.00 AM) of Tenders

(iii) Date & Time of Online Opening Envelope-1: 04.05.2018 at 11.30 AM (Techno-Commercial Bid)

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

(i) The Bidder should have similar experience for civil works of industrial / building / infrastructure projects/ Construction of Road/ RCC Drain/Culvert Works for which documentary evidence like copy of Work order, certified invoices/certificate from client shall be submitted for minimum value:

   a) One job of ₹ 3.40 Crores - executed during last 5 years.
   or
   b) Two jobs each of ₹ 2.55 Crores - executed during last 5 years.
   or
   c) Three jobs each of ₹ 1.70 Crores - executed during last 5 years.

(ii) The amount of work done will be brought to current value by enhancing @ 7% per annum upto 31.03.2017. Starting date will be considered from the date of issue of completion certificate from client.

(iii) The Bidder should have a valid PAN No. (Permanent Account Number).

(iv) The Bidder shall have to obtain PF registration within One month of LOI or before submission of First RA Bill, if not already available.

(vi) Should not have incurred loss in more than 2 years in last five financial years ending on 31.03.2017. Necessary certificate from Chartered Accountant is to be enclosed for this purpose.

(vii) Should submit "Solvency Certificate" issued by a nationalized/scheduled bank for a minimum value of ₹ 1.70 Crores issued within 1 year from the closing date of submission of Tender.

(viii) Bidder shall be registered in GST. Documentary Evidence to be submitted.

(ix) Bidders have to submit confirmation letter whether they are registered under 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 exemption from submission of Tender fee and EMD.

(x) The substantially completed works shall be the works where at least 90% billing of total awarded value has been achieved. The certified bill value of work by client/certificate issued from client shall form the basis of evaluation.

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.

Documentary evidence such as attested copy of work order, completion certificates / performance certificates of previous works executed by them indicating value of each order or all certified invoices equivalent to PQ requirement from client shall be submitted by the Bidder.

2.0 Price bid of bidder shall be considered for opening subject to approval of Client (BSP).

3.0 The cost of free issue materials shall not be included in the completion cost of works.

4.0 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

i) Notice Inviting Tender (NIT)
ii) Addendum to Instructions to Tenderers
iii) Additional Conditions of Contract (ACC)
iv) Letter of Undertaking
v) Form of Tender
vi) Memorandum
vii) Special Instructions to Bidders for e-Tendering
viii) Drawings
ix) Tender Specifications
x) Price Bid
xi) General Conditions of Contract

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5.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
Interested bidders have to necessarily register themselves on the portal www.tcil-india-electronic tender.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. 17.0 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-electronic tender.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. M/s Engineering Projects (India) Ltd. 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.

Bidders can download the bid document from the portal without paying document fees in advance, any time from 18:00 Hrs on 19.04.2018; 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 ₹8,000.00 (Rupees Eight Thousand only) plus GST @ 18% amounting to ₹9440 (Rupees Nine Thousand Four Hundred Forty only) as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at New Delhi. GSTIN of EPI for Delhi is 07AAACE0061C1ZF. The ETS Bidding fee to be paid to TCIL is separate. However tender submitted without sufficient tender fee shall be rejected.

E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no. 1.0 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 part shall be opened only of technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 8,51,000.00 (Rupees Eight Lacs Fifty One 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 payable 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,
favoring “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. **EMD shall be forfeited in case the bidder withdraws his offer after submission of bid and also be forfeited in case the L1 bidder refuses to accept the LOI.**

Tender fee, EMD (in original), Relevant Documents, NSIC certificate as per Clause No. 1.(ix) if bidder is claiming EMD/Tender fee exemption, power of attorney 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. 17.0 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.

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

10.0 All safety measures as applicable for execution of similar works need to be strictly complied in line with requirement of BSP.

11.0 Site visit for the subject tender is mandatory. The bidder shall visit the site to study/assess the tendered work and also acquaint themselves of the prevailing local conditions before submitting the bid. Bidder has to enclose a certificate or furnish undertaking for having visited the site.

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

13.0 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 and necessary action for blacklisting of the said bidder shall be initiated.**

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

15.0 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.

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

17.0 All correspondence with regard to the above shall be to the following address (By Post/In Person):
Executive Director (Consultancy & Engineering Division)
ENGINEERING PROJECTS (INDIA) LTD.
3rd Floor, Core-3, Scope Complex,
7 Institutional Area, Lodhi Road,
New Delhi – 110003
Tel No.: 011-24361666 Ext. 2328, 2340, 2324
Fax No.: 011-24363426
E-mail – core@engineeringprojects.com

18.0 For site related Queries/Visit:

Shri Ratnesh Jain, Project Incharge
ENGINEERING PROJECTS (INDIA) LTD.
B- 32, Phase –II, Surya Vihar,
Bhilai, Chhattisgarh – 490020
Mobile No.: +919425296101, +919425554502
epibhilai@rediffmail.com

For more information on EPI, visit our website at: www.epi.gov.in
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
(ENCLOSURE TO FORM OF TENDER)

REF: Tender for Construction of Road, RCC Drain and Culvert works for Augmentation of Raw Material Receipt and Handling Facilities with New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Bhilai, Chhattisgarh.

NIT No.: DLI/C&E/WI-665/328

<table>
<thead>
<tr>
<th>SI NO.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
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<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td>NIT</td>
<td>Road and RCC Drain Work</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>Bhilai Steel Plant, Bhilai</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>₹ 8.51/- (Rupees Eight Lacs Fifty One Thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Time of completion of work</td>
<td>NIT</td>
<td>60 (Sixty) days from date of handing over the respective site.</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>90 days from the date of opening of price bid.</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>5% of Contract value as per clause no. 30 of ACC</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>As per payment clause no. 31 of ACC.</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned 7 days from handing over the respective site.</td>
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</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>As per Clause no. 26 of ACC.</td>
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<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>Arbitration shall be as per provision of clause no.36 of ACC</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts at DELHI / NEW DELHI</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : __________________

OCCUPATION

ADDRESS ___________________________

__________________________________

SEAL OF BIDDER
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

Tender for Construction of Road, RCC Drain and Culvert Works for Augmentation of Raw Material Receipt and Handling Facilities with New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Bhilai, Chhattisgarh.

1. The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. These Additional Conditions of Contract shall supersede the General Conditions wherever they are at variance.

2. The Contractual Completion Period shall be 60 days from the date of handing over the respective site. The date of commencement shall be reckoned from 7 days of handing over the respective site to the Party.

3. SCOPE OF WORK:
   The scope of work shall be Construction of Road, RCC Drain and Culvert Works for Augmentation of Raw Material Receipt and Handling Facilities with New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Bhilai, Chhattisgarh as per Technical specifications, Drawings and BOQ given in the Tender Document.

   3.1 Construction water and power supply shall be provided free of cost at one point. Party has to make its own arrangement for further distribution.

   3.2 The bidders shall quote their firm prices in the format of Price Schedule only.

   3.3 The price shall remain firm and free of any escalation till completion of work.

4. All direct and indirect cost of works, infra-structures are included in the party’s quoted rates except GST which shall be paid extra at actual.

5. Payment of all extra / substituted / variation items etc. required to be carried out for entire completion of works in PARTY’s scope of work shall be made by EPI to PARTY as per Cl.No. 69.0 of GCC.

6. In the event of slackness, delay and any other default on part of the party, EPI shall be at liberty to withdraw the work in part or full by giving a notice period of seven days and get the same executed at the risk and cost of the Party.

7. The PARTY shall take insurance cover at its own cost towards Workmen Compensation Act for its own worker, employees and for the Plant & Equipment deployed by the PARTY at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to the PARTY against work done. The PARTY shall assist EPI in follow-up with insurance company in case of any claim related to PARTY’s scope of work. EPI shall not be liable to pay any claim of the PARTY if it is not paid by insurance company due to any reasons whatsoever. The insurance cover for the complete project shall be arranged by EPI at its own cost.

8. The PARTY shall be fully responsible to complete the works in workmen like manner to the satisfaction of Owner/Client and EPI by maintaining quality and
9. The party shall be responsible for all related surveying works including setting out of buildings and levels. Necessary surveying instruments with valid calibration shall be used for this purpose. The quoted rates shall be inclusive of all the above surveying works.

10. The PARTY shall adhere to all safety rules and norms as applicable for execution of similar works inside Bhilai Steel Plant at no extra cost to EPI.

11. The PARTY shall take the labour license at their own cost and comply with all the requirements as per labour laws / acts. All the records in this regard shall be maintained by PARTY as per statutory requirements and rules and shall be produced by the PARTY on demand if required.

12. The PARTY shall be responsible for obtaining all approvals from the Owner / Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI.

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

14. All statutory deductions will be made as per relevant act/rules/guidelines.

15. The plant & equipment once brought to site for works shall not be allowed to be removed without the consent of EPI.

16. The work executed by PARTY shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client and chief Technical Examiner of Central Vigilance commission, Govt. of India. In the eventuality of any defect / sub-standard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the PARTY at no extra cost to EPI.

17. The contract shall be governed by the Indian Laws for the time being in force and only the Courts in Delhi / New Delhi alone shall have the exclusive jurisdiction to entertain and decide any matter arising out of the agreement / contract.

18. The PARTY shall ensure compliance with all Central, State and Local laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the works and shall indemnify EPI against any claim for damages whatsoever on such accounts. The PARTY shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property Rights.

19. Technical specifications of BSP (GTS) shall be governed for execution of works.

20. As EMD is to be given by Demand Draft/ BG.

21. Clause no. 9 of GCC 10 days to be read as 7 days.
22. Clause no. 28.3 of GCC is not applicable.

23. Clause no. 35 of GCC not applicable.

24. Clause 37 of GCC not applicable.

25. Clause no. 52 of GCC as applicable for this work.

26. Defect Liability Period Clause no. 74 of GCC is modified as under:

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

27. Clause no. 72.1 compensation will be ½ % per week with a maximum of 5% of tender cost.

28. Clause no. 13 of GCC stands amended as below:

Taxes applicable as on 7th day prior to the date of submission of tender shall be included in the quoted price except GST, any variation in applicable taxes during the scheduled completion period shall be adjusted against submission of documentary evidence. However, no positive variation will be paid during the extended completion period but any reduction in taxes will be recovered from bill of contractor.

29. Following technical staff (Minimum) need be deployed for works at site failing which the amount indicated will be recovered from the running bills.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>No.</th>
<th>Recovery Amount (per person/month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site Engineer having minimum 2 years experience</td>
<td>2</td>
<td>Rs. 25,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Technical Site supervisor</td>
<td>2</td>
<td>Rs. 20,000.00</td>
</tr>
</tbody>
</table>

In case above technical staff is not provided recovery @ Rs. 25,000.00 for Site Engineer and @ Rs 20,000.00 for Technical Site supervisor shall be deducted from 1st RA bill.

30. SECURITY DEPOSIT
The contractor shall furnish Security Deposit (SD) of 5% of the contract value either by Bank guarantee in the stipulated proforma or Crossed Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank within one week from the date of issuance of LOI.

The EMD submitted initially with the tender shall be adjusted for the security amount after the tender acceptance of the successful bidder if bidder submitted in DD form. This security deposit will be refunded after expiry of Defect Liability Period.

31. PAYMENT TERMS

The PAYMENT TERMS shall be as follows:-

- 90% progressively on completion of work and submission of all supporting documents.
- 5% on completion of all works in all respects and acceptance thereof.
- 5% on expiry of defect liability period.

32. Taxes & Duties

Price quoted by the bidder shall be inclusive of all the taxes & duties except GST which shall be paid extra at actual 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. Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

33. EPI reserves the right to split-up the entire scope of work in parts amongst the intended parties qualifying the PQ criteria and subject to acceptance of the item-rates of the lowest bidder. In such event, the total cost of facilities to be provided to EPI will be borne by the parties on pro-rate basis. The lowest bidder to liable to accept the reduced quantum of work at the finalized rates.

34. APPROVED MANUFACTURER OF MAJOR MATERIALS:

ii) Admixture of FOSROC /CICO / Sika
iii) Reinforcement bars of Fe 500 of SAIL/TISCO/RINL/JINDAL/ESSAR/ISPAT
iv) All other bought out materials of approved vendors listed in GTS.

35. QUANTITY VARIATION
± 20% of the value of contract with no limit to variation in quantities of individual items.

36. 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:

a. 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 Arbitrator 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.

b. 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.

c. 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.

d. 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.

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

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

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

h. 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: 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 INTERSECTOR/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.
ADDENDUM TO “INSTRUCTIONS TO TENDERER”

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

Mode of submission of tender is 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. 2.0 of Instructions to Tenderers stands amended as below:

Earnest Money Deposit of amount as mentioned in “NIT/ITT/Memorandum” to “Form of Tender” required to be submitted alongwith the tender shall be in the form of crossed Demand Draft in favour of ‘Engineering Projects (India) Ltd.’ payable at New Delhi or in the form of BG from any Nationalized Bank /Scheduled Bank as per format no. EPI/MMD/F/26 which is provided in GCC. The EMD Bank Guarantee shall be valid for a minimum period of 150 (One Hundred Fifty) days from last day of submission of Tender. The EMD shall be governed by Clause 7.0 of General Conditions of Contract.

3.0 CLAUSE NO. 4.1 of Instructions to Tenderers stands amended as below:

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

4.1.1 The Bidders should quote the rates for items tendered by them in figures as well as in words and the amounts in figures only. The amount for each item should be worked out and the requisite totals and page totals given.

4.1.2 All corrections/cuttings should be signed by the Bidder. Each page of the tender should be signed by the Bidder. In the event of discrepancy between rate in figures and words, the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out, the rate quoted shall be taken as correct and not the amount.

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

4.0 CLAUSE NO. 4.2 of Instructions to Tenderers stands deleted.

5.0 CLAUSE NO. 9.0 of Instructions to Tenderers stands amended as below:

On acceptance of tender, the name of the accredited representative(s) of the Contractor for taking instructions from Engineer-in-Charge of EPI or its authorized representative shall be intimated by the Contractor within 5 days from issue of letter of intent by EPI through e-mail / fax / other suitable mode.

6.0 CLAUSE NO. 12.0 of Instructions to Tenderers stands amended as below:

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

7.0 CLAUSE NO. 14.0 of Instructions to Tenderers stands amended as below:

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

8.0 CLAUSE NO. 19.0 of Instructions to Tenderers stands deleted.

9.0 CLAUSE NO. 20.0 of Instructions to Tenderers stands deleted.
FORM OF TENDER

To,

Engineering Projects (India) Limited
(Address of submission as mentioned in “Notice Inviting Tender”)

REF.: Tender for Construction of Road, RCC Drain and Culvert Work for Augmentation of Raw Material Receipt and Handling Facilities with New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Bhilai, Chhattisgarh.

NIT No.: DLI/C&E/WI-665/328

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me/us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.
6. If I/we fail to commence the work within 7 days of the date of issue of Letter of Intent and/or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

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

Date the __________________________ day of _______________________________

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : _________________________________________

OCCUPATION _________________________________________

ADDRESS _______________ ________________________

_______________________________________

SEAL OF BIDDER
LETTER OF UNDERTAKING

ENGINEERING PROJECTS (INDIA) LIMITED
(Address of submission as mentioned in “Notice Inviting Tender”)

REF.: Tender for Construction of Road, RCC Drain and Culvert Works for Augmentation of Raw Material Receipt and Handling Facilities with New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Bhilai, Chhattisgarh.

NIT No.: DLI/C&E/WI-665/328

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me/us by ENGINEERING PROJECTS (INDIA) LIMITED and I/we hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of clause 1.2 and 1.3 of the Tender Documents (Instructions to Bidders) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case.

   In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I/we agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith

Yours faithfully,

(Signature of the Bidder)

Seal of Bidder

Dated: ______________________
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-electronic Tender.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-electronic.tender.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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<tr>
<th>TCIL/ETS Helpdesk</th>
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Contact

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<th>Engineering Projects (India) Ltd.</th>
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<td>Contact Person</td>
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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 ₹ 9440/- (Rupees Nine Thousand Four Hundred Forty only) in form of DD.
2. Original copy of the EMD of ₹ 8,51,000/- (Rupees Eight Lac Fifty One 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. 1(ix) 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 to 5.

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.