TENDER DOCUMENT

TENDER NO.: DLI/C&E/WI-675/311

FOR

Tender for Erection, Testing/Trial Run & Commissioning of
Conveyor Systems and associated works for the Project of
“Augmentation of Fuel and Flux Crushing Facilities
(Package No. 064) for Bhilai Steel Plant (SAIL) at
Chhattisgarh”.

VOLUME – I

NOTICE INVITING TENDER

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, Scope Complex, 7, Lodhi Road,
New Delhi-110003
TEL NO. 011-24361666 FAX NO. 011-24363426
Email: core@engineeringprojects.com
## CONTENTS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Notice Inviting Tender (NIT)</td>
</tr>
<tr>
<td>2.</td>
<td>Memorandum</td>
</tr>
<tr>
<td>3.</td>
<td>Instructions to Tenderers</td>
</tr>
<tr>
<td>4.</td>
<td>Addendum to ITT</td>
</tr>
<tr>
<td>5.</td>
<td>Additional Conditions of Contract (ACC)</td>
</tr>
<tr>
<td>6.</td>
<td>Letter of Undertaking</td>
</tr>
<tr>
<td>7.</td>
<td>Form of Tender</td>
</tr>
<tr>
<td>8.</td>
<td>Proforma for Bank Guarantee in lieu of EMD</td>
</tr>
<tr>
<td>9.</td>
<td>Special Instructions to Bidders for e-Tendering</td>
</tr>
</tbody>
</table>
NOTICE INVITING e-TENDER (NIT)

Tender for Erection, Testing/Trial Run & Commissioning of Conveyor Systems and associated works for the Project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) for Bhilai Steel Plant (SAIL) at Chhattisgarh”.

Engineering Projects (India) Ltd. invites the online lump-sum rate tender for the above work through e-tendering for Bhilai Steel Plant at Bhilai, Chhattisgarh from eligible firms/contractors for the following work.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of work</th>
<th>Period of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Erection, Testing/Trial Run &amp; Commissioning of Conveyor Systems and associated works</td>
<td>60 Days (Sixty Days) from the date of Handing over of respective site</td>
</tr>
<tr>
<td></td>
<td>Quantity: 400 MT</td>
<td></td>
</tr>
</tbody>
</table>

The brief scope of work in this tender include (but not limited to) Erection, Testing/Trial Run & Commissioning of Conveyor Systems and associated works for the project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant (SAIL) at 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 19.07.2018 (till 04.00 PM)

ii) Last Date & Time of Online Submission of Tenders: On or before 20.07.2018 upto 11:00 AM

iii) Date & Time of Online Opening Envelope-1 (Techno-Commercial Bid): 20.07.2018 at 11:30 AM

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. Bidders should have executed following “similar work” during last five years ending last day of the month previous to the one in which applications is invited.

a) One similar work amounting to a quantity of minimum 320 MT or
b) Two similar works amounting to a quantity of minimum 240 MT or

Similar work means Erection, Testing/Trial Run & Commissioning of Conveyor Systems and associated works in steel plant/power plant/cement plant/industrial building/other projects.
ii. Bidders should submit documentary evidence like completion certificate/certified invoice from client and copy of work order in support of the execution of “similar works”.

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 GST Registration is to be enclosed.

v. It is desirable that the bidder should have valid PF Registration No. In case, the bidders do not have PF Registration No, the same shall be obtained by successful bidder within one month from the date of LOI or before submission of First RA Bill.

vi. Should have average annual turnover of minimum `21.00 Lac during last three financial years ending on 31.03.2017 and copies of audited balance sheets of FY 2014-2015, 2015-2016 & 2016-2017 are to be submitted.

vii. Should not have incurred loss in more than 2 year in last five financial years ending on 31.03.2017. Certificate from Chartered Accountant is to be enclosed for this purpose indicating the Profit/Loss of each financial year.

viii. Should submit “Solvency Certificate” issued by a nationalized/scheduled bank for a minimum value of `16.80 Lac issued within 1 year from the last date of submission of tender.

Documentary evidence such as attested copy of work order and certified invoice thereof, 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 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 is also to be submitted.

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-electronicntender.com

| i) Notice Inviting Tender (NIT) | Volume – I |
| ii) Memorandum | |
| iii) Instructions To Tenderer (Suppliers) | |
| iv) Addendum to ITT (Suppliers) | |
| v) General Conditions of Contract (GCC) | |
| vi) Additional Conditions of Contract (ACC) | |
| vii) Proforma for Bank Guarantee in lieu of EMD | |
| viii) Special Instructions to Bidders for e-Tendering | |
| ix) Price Bid Format | Volume – II |
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-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. 19.0 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. The Employer 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 ___________; 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 plus 18% GST amounting to ₹ 5,900.00 (Rupees Five Thousand Nine Hundred 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 fees to be paid to TCIL is separate. However, tenders submitted without or insufficient tender fees shall be rejected.

7.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents mentioned in 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 part shall be opened only of technically qualified bidders.
The bid must be accompanied by an Earnest Money Deposit (EMD) of ₹ 84,000.00 (Rupees Eighty Four 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, 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. **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/MSME certificate as per Clause No. 2 if bidder is claiming EMD/Tender fee exemption, Power-of-attorney, Affidavit as per Annexure-A 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. 19.0 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 All safety measures as applicable for execution of similar works need to be strictly complied with.

11.0 Intended bidders are requested to visit the site to acquaint themselves fully with the site conditions before submitting their bids. Nothing extra shall be paid on account of site condition.

12.0 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.

13.0 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.

14.0 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.

15.0 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.
16.0 Time is the essence of this NIT and timeline of supply will be strictly adhered to.

17.0 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.

18.0 The party will depute their engineer/technical staff at the time of unloading of fabricated structures supplied by other agencies for checking the material as per drawings and will keep watch and ward for the same till erection of these structures to the satisfaction of EPI/BSP. Unloading of the fabricated structure at site will be in the scope of the party.

19.0 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 Institutional Area, Lodhi Road,  
New Delhi – 110003

Tel No.: 011-24361666 Ext. 2328, 2339, 2331  
Fax No.: 011-24363426  
E-mail – core@engineeringprojects.com

20.0 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

21.0 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.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-electronicictender.com
AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attested by Notary Public)

(To be submitted in Envelop-1 i.e. Technical bid)

Affidavit of Mr. .............................................S/o.................................................................
R/o ........................................................................

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s ................................................................. Having its Head Office/Regd. Office at.................................................................

2. That the information/documents/Experience certificates submitted by M/s...................................................along with the tender for ....................................................... (Name of work)............. To EPI are genuine, true and nothing has been concealed.

3. I shall have no objection in case EPI verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case EPI demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD /All dues.

5. I shall have no objection in case EPI verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before EPI receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be. Incorrect / false / fabricated, EPI shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I................................................................., the Proprietor / Authorised Signatory of M/s ..................................................... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from........................ and that no part of it is false.

Verified at .........................this......................day of...............................                    

ATTESTED BY (NOTARY PUBLIC)
MEMORANDUM

(ENCLOSURE TO FORM OF TENDER)

Ref: Tender for Erection, Testing/Trial Run & Commissioning of Conveyor Systems and associated works for the Project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) for Bhilai Steel Plant (SAIL) at Chhattisgarh”.

NIT No.: DLI/C&E/WI-675/311

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td>Tender for Erection, Testing/Trial Run &amp; Commissioning of Conveyor Systems and associated works for the Project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) for Bhilai Steel Plant (SAIL) at Chhattisgarh”.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td>Bhilai Steel Plant, Bilai</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td>Lump-sum Rate</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>₹ 84,000/- (Rupees Eighty Four Thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Time of completion of work</td>
<td>60 Days (Sixty Days) from the date of Handing over of respective site</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>NA</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>90 days from the date of opening of price bid.</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>5% of Contract value as per Clause No. 24 of ACC.</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>As per payment clause No. 6 of ACC.</td>
</tr>
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<td></td>
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<tr>
<td></td>
<td>Time allowed for starting the work</td>
<td>The date of commencement shall be reckoned from 7 days of handing over the respective site to the Party.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>As per Clause no. 74 of GCC.</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>Arbitration shall be as per provision of clause no. 32 of ACC.</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>Courts at Delhi/New Delhi</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS): __________________________________________

OCCUPATION: __________________________________________

ADDRESS: __________________________________________

__________________________________

SEAL OF BIDDER
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Govt. of India Enterprise)  

INSTRUCTIONS TO TENDERERS  

1.0 MODE OF SUBMISSION  

The Tender is to be submitted in two separate sealed covers marked as under:  

ENVELOPE-1:-  

This ENVELOPE shall contain the following:  

i) Earnest Money Deposit as per clause 2.0 of ‘Instructions to Tenderers’ (ITT).  
ii) Letter of Undertaking for un-conditional acceptance of the tender conditions as per proforma given in ITT.  
iii) Pre-Qualification Documents and Credentials as per clause 19.0 of ITT.  
iv) Volume-I (ITT, General Conditions of Contract), Volume-II (Notice Inviting Tender, Additional Conditions of Contract, Specifications, Drawings) and Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by tenderer. Cutting or over-writing, if any, shall be signed and stamped by the person signing the Tender. All pro-forma forming part of Tender Documents shall be filled in, signed and stamped by the tenderer.  
v) Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the Tender.  
vii) Any other information as required to be submitted along-with the Tender.  

This envelope shall be marked as:  

ENVELOPE-1 “TECHNO-COMMERCIAL BID” FOR (Name of work as mentioned in “Notice Inviting Tender”)  

NIT No. : ___________________________________________  
DUE ON : ___________________________________________  
FROM : (Name of the Contractor)  

ENVELOPE-2:-  

This ENVELOPE shall contain only the Volume-III comprising of PRICE-BID.  

This envelope shall be marked as:  

ENVELOPE-2: ‘PRICE-BID’ FOR (Name of Work as mentioned in “Notice Inviting Tender”)  

NIT No. : ___________________________________________  
DUE ON : ___________________________________________  
FROM : (Name of the Contractor)
Both the envelopes / packets shall be individually sealed and kept in an outer envelope marked as:

**TENDER FOR** (Name of Work as mentioned in “Notice Inviting Tender”)
**NIT No.** : ______________________________
**DUE ON** : ______________________________
**FROM** : (Name of the Contractor)

The outer envelope shall be duly sealed and shall be delivered at place of submission of Tender by the date and time fixed for receipt of Tender as mentioned in “Notice Inviting Tender”. The Tenders received after the date and time of Tender receipt shall not be considered and shall be returned to the tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of Tender at place of receipt of Tender by due date and time fixed for Tender receipt. All the envelopes shall be addressed to the authority who has invited the Tender as mentioned in “Notice Inviting Tender”.

1.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the 'Price-Bid'/Tender.

1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

2.0 **EARNEST MONEY DEPOSIT**

Earnest Money Deposit of amount as mentioned in “NIT/ITT/Memorandum” to “Form of Tender” required to be submitted alongwith the Tender shall be in the form of Demand Draft payable at place as mentioned in “NIT/ITT” in favour of EPI Limited from any Nationalized / Scheduled Bank or in the form of Bank Guarantee from any Nationalized / Scheduled Bank in enclosed format. 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 EPI reserves the right to reject any or all the Tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind themselves to accept the lowest Tender. EPI reserves the right to award the work to a single
party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

4.1 **FOR ITEM RATE TENDERS**

4.1.1 The tenderers 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 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.

4.1.3 Price shall be entered against each item in Bill of Quantities where quantities or LS (lump- Lumpur) has been mentioned. The cost of item against which the Contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by Contractor. No rate is to be quoted against items for which no quantity is given. However, the Contractor has to quote rate against “LS” items.

4.2 **FOR PERCENTAGE RATE TENDERS**

4.2.1 In case of Percentage Rate Tenders, tenderer shall fill up in the Schedule / Bill of Quantities, percentage Below/Above/Par (in figures as well as in words) to total estimated cost given in Schedule / Bill of Quantities, he will be willing to execute the work. The tenderer should quote a unique single percentage plus / minus over the total estimated amount given in Schedule / Bill of Quantities. In case more than one schedule is given, stipulating quoting of separate percentages (plus or minus) over the estimated amount of each schedule, the tenderer can quote separate percentages for each such schedule. Under no circumstances, tenderer is allowed to quote separate percentages for individual items, trades or group of items. In case tenderer quotes separate percentages for individual items, trades or group of items instead of to the total amount of schedule(s), the Tender shall be rejected and earnest money of the tenderer shall be forfeited in totality.

4.2.2 In case of Percentage Rate Tenders, the tenderer shall also work out the total amount of his offer after adding percentage (plus or minus) over the total schedule amount and the same should be written in figures as well as in words in such a way that no interpolation is possible.

4.2.3 In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the tenderer in Percentage Rate Tender shall be accurately filled in figures and words. 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 percentage rate in figures and
words, the percentage rate quoted in words shall be treated as correct. In case there is discrepancy between percentage rate and amount worked out the percentage rate quoted shall be taken as correct and not the amount. For any other discrepancy, the decision of Tender Scrutiny Committee of EPI shall be final & binding on the tenderer including rejection of Tender and forfeiture of EMD.

5.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.

6.0 The witnesses to the Tender / Contract Agreement shall be other than the tenderer/tenderers competing for this work and must indicate full name, address, status/occupation with dated signatures.

7.0 The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

8.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

9.0 On acceptance of Tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from Engineer-In-Charge or its authorised representative shall be intimated by the Contractor within 07 days of issue date of telegram / letter / telex / fax of Intent by EPI.

10.0 The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Contractor from tendering for future works under EPI.

11.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Contractor having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Contractor’s service.

12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum” to “Form of Tender”, which shall be reckoned from the 10th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.

13.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of Work Order, Bill of Quantities, Additional Conditions of Contract, General
Conditions of Contract, Specifications, Drawings, etc. The tenderers shall be deemed to have gone through the various conditions and clauses of the Tender and visited the Site and satisfied itself with Site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

14.0 The Drawings given with the Tender Documents are TENDER DRAWINGS and are indicative only.

15.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.

16.0 Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the ‘Tender Documents’.

a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the Tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

b) In case of Partnership firm, if Tender is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the tender/documents by all the partners authorizing him to sign the tender/documents.

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

17.0 Tenders with following discrepancies are liable for rejection:

a) Tenders with over-written or erased rates, percentages, amounts or rates, percentages not written in both figures and words.

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

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

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

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.

18.0 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 & conditions and specifications of the work to be done and of conditions at which stores, tools, plant, etc. will be issued to him by EPI (if any), local conditions and political situations and other factors having bearing on the
execution of the works. No claim of Contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

19.0 Tenderer shall submit the following documents along with their Tenders in the first envelope (Techno-Commercial Bid):

a) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.

b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.

c) Details of similar works executed.

d) Audited balance sheets and profit and loss accounts alongwith schedules for the last 3 years.

e) Copy of latest income-tax returns filed along with PAN.

f) Details of manpower available.

g) Details of equipments, tools and plant available.

h) Credentials and completion certificates.

i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/Affidavit.

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

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

l) Latest Solvency certificate from Nationalised/Scheduled Bank.

m) Latest Sales Tax Registration and Clearance Certificate.

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

20.0 Purchase Preference may be granted to the Central Public Sector Enterprises as per the applicable guidelines in force in this regard issued by the Government of India.

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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.
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

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.

1. Clause No. 8 and 10 of General Conditions of Contract (GCC) is not applicable to this tender.

2. COMPLETION TIME – 60 (Sixty) days from the date of handing over of respective site.

3. SCOPE OF WORK:

   a) The scope of work shall be shifting from yard to erection site (within BSP premises), Erection, Testing/Trial Run & Commissioning of Conveyor Systems and associated works for the Project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) for Bhilai Steel Plant (SAIL) at Chhattisgarh” as per Technical Specifications, Drawings and BOQ given in the Tender Document.

   b) Shifting (including loading & unloading) of Fabricated Structures from storage yard to site is included in the scope of contractor and included in the quoted price.

   c) Providing all consumables viz. gases, welding electrodes, cutting wheels, and lifting tools & tackles, safety equipment’s required to carry out the above job complete in all respect.

   d) Supply of Erection fasteners are included in the scope of contractor and included in the quoted price.

   e) Supply, fabrication and installation of packing plates is included in the scope of work.

   f) EPI shall provide Crane to facilitate erection activities at site. However, the cost of fuel (Diesel) for smooth running of the equipment’s shall be borne by the party at actual. All kind of other lifting and handling devices, hydra, hoists, slings, ropes, tools & tackles, equipment, consumables, labour, supervision, etc. required for the completion of work in all respect are to be arranged by the contractor at his own expense and included in the quoted price.

   g) Construction water and power supply shall be provided free of cost at one point for erection activities inside the BSP area. Party has to make its own arrangement for further distribution.

   h) Supply, Fabrication, Installation & dismantling of scaffolding/temporary platforms for safe and proper erection, alignment and different stage checking by EPI/MECON/BSP is included in the scope of contractor and included in the price quoted.
4. The bidders shall quote their firm prices in the format of Price Schedule only.

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

6. **PAYMENT TERMS**

The PAYMENT TERMS shall be as follows:

a) 75% Payment Progressively on placement of structure on foundation.

b) 10% on completion of alignment & bolting/welding of Structures at site.

c) 10% on completion of painting of Structures.

d) 5% after three months of completion of entire scope of work to the satisfaction of EPI/BSP.

7. **Taxes & Duties:**

   a) Price quoted by the bidder shall be inclusive of all the taxes & duties including GST 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-availability 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.

   b) In case any tax/duty is not applicable, the bidder has to either write NIL or NA. In case of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the late date of bid submission or afterwards, the subcontractor shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to the sub-contractor. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid/reimbursed to the subcontractor, subject to the condition that the client reimburses the said increased taxes to EPIL.

8. Taxes & duties/GST besides all direct and indirect cost of works, infrastructure are included in the party’s quoted rates.

9. Payment of all extra/substituted/variation items etc. related to PARTY’s scope of work admitted and paid by Client, if any, shall be made by EPI to PARTY as per Cl. No. 69.0 of GCC. Any claim of PARTY, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.
10. In case PARTY is awarded the works and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of works, as determined by EPI/Client then EPI shall give 7 days written notice to party to achieve the specified quality and/or to deploy adequate resources to the satisfaction of EPI, for timely completion of works. Upon expiry of the notice period, if PARTY fails to achieve specified quality and/or fails to take action for timely completion of works, then EPI shall have option to withdraw the remaining work partly or in full from PARTY and get the same executed at the risk and cost of PARTY from alternative agency/agencies besides encashment of the guarantees submitted by the PARTY to EPI. The decision of EPI is this regard shall be final and binding on the PARTY.

11. 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.

12. The PARTY shall be fully responsible to complete the works in workmen like manner to the satisfaction of Client (BSP) and EPI by maintaining quality and precision as per Terms & Conditions, Specifications, Drawings etc. within contractual completion period and within their quoted rates / amount.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. All statutory deductions will be made as per relevant act/rules/guidelines.
19. The plant & equipment once brought to site for works shall not be allowed to be removed without the consent of EPI.

20. 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.

21. 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.

22. 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.

23. Technical specifications of BSP (GTS) shall govern the execution of works.

24. Clause no. 9.0 of GCC is modified as under:

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Within 7 (seven) days from the date of issue of letter of Intent or within such extended time as may be granted by EPI in writing, the Contractor shall submit to EPI a Security Deposit cum Performance Bank Guarantee in the form appended, from any Nationalised bank / Scheduled Bank equivalent to 5% (five percent only) of the Total Contract Value for the due and proper execution of the contract. This bank guarantee shall remain valid up to 90 (ninety) days after the end of defects liability period.

In case the Contractor fails to submit the Security Deposit cum Performance Guarantee of the requisite amount within the stipulated period or extended period, letter of intent will stand withdrawn and EMD of Contractor shall be forfeited.

25. Clause no. 28.3, 37, 42.1 viii), 44 of GCC is not applicable.

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

27. Clause no. 69.1 (iv), 10% to be read as 15%.

28. 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 the date of completion of entire scope of structural erection work as per NIT. 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.

29. Clause no. 72.1 of GCC stands amended as below:

Compensation will be ½ % per week or part thereof subject to a maximum of 5% of Total Contract Value.

30. 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, 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 bills of contractor.

31. QUANTITY VARIATION

± 25% of the value of contract with no limit to variation in quantities of individual items.

32. 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 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.
LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

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

REF.: Tender for Erection, Testing/Trial Run & Commissioning of Conveyor Systems and associated works for the Project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) for Bhilai Steel Plant (SAIL) at Chhattisgarh.”

NIT No.: DLI/C&E/VI-675/311

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: _____________________
FORM OF TENDER

To,

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

REF.: Tender for Erection, Testing/Trial Run & Commissioning of Conveyor Systems and associated works for the Project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) for Bhilai Steel Plant (SAIL) at Chhattisgarh.”

NIT No.: DLI/C&E/WI-675/311

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
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-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 a 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](http://www.cca.gov.in)].

**Registration**

To use the Electronic Tender® portal [www.tcil-india-electronictender.com](http://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.

<table>
<thead>
<tr>
<th>TCIL/ ETS Helpdesk</th>
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| **Telephone/ Mobile** | **Customer Support: 011-26241790 (multiple lines)**  
|                     | Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792  
| **E-mail ID** |  
|                     | ets_support@tcil-india.com [Please mark CC: support@electronictender.com] |

<table>
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<th>Contact</th>
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| **Engineering Projects (India) Ltd.** | **Executive Director (Consultancy & Engineering)**  
| **Contact Person** | Engineering Projects (India) Ltd.  
|                     | Core 3, Scope Complex, Lodhi Road,  
|                     | New Delhi – 110003 |
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 ₹ 5,900.00 (Rupees Five Thousand Nine Hundred only) in form of DD.
2. Original copy of the EMD of ₹ 84,000.00 (Rupees Eighty Four 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.
6. Affidavit as per Annexure-A of NIT.

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.