TENDER DOCUMENT

TENDER No.: DLI/C&E/WI-665/343

FOR

Tender for “Construction of Area Repair Shop” 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
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Tender for “Construction of Area Repair Shop” 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 online item-rate offer for the above work through e-Tendering for Bhilai Steel Plant (SAIL) in Chhattisgarh from eligible vendors for the following work:

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<td>“Construction of Area Repair Shop”</td>
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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) Last Date & Time of Online Submission of Tenders: On or before 02.03.2020 upto 10:30 AM

ii) Date & Time of Online Opening Cover-1 (Techno-Commercial Bid): 02.03.2020 at 11:00 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) The Bidder should have experience of executing 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 of min. value of Rs. 31.81 Lakh or
   b) Two similar work of min. value of Rs.23.85 Lakh each or
   c) Three similar work of min. value of Rs.15.90 Lakh each

   The Bidder should have similar experience for civil works of industrial buildings/infrastructure projects for which documentary evidence like copy of Work order, certified invoices/certificate from client shall be submitted.

ii) The amount of work done will be brought to current value by enhancing @ 7% per annum upto date of hosting of NIT. 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). Copy to be given.

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.
v) Should have average annual turnover of minimum Rs.19.88 Lakh during last three financial years ending on 31.03.2019 and copies of audited balance sheets of FY 2016-17, 2017-18 & 2018-19 are to be submitted. Certificate from Chartered Accountant is to be enclosed for this purpose.

vi) Should not have incurred loss in more than 2 year in last five financial years ending on 31.03.2019. Certificate from Chartered Accountant is to be enclosed for this purpose along with copies of balance sheet & Profit & Loss statement.

vii) Should submit “Solvency Certificate” issued by a nationalized/scheduled bank for a minimum value of Rs. 15.90 Lakh issued within 6 months from the original/first date of submission of tender as per NIT.

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

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.

Documentary evidence such as attested copy of work order, completion 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 online duly signed, stamped by the authorized signatory of bidder and attested by a class-1 gazetted officer/notary public.

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 MSTC portal: https://www.mstcecommerce.com/eprochome/epil

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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.

6.0 Interested bidders have to necessarily register themselves on the portal https://www.mstcecommerce.com/eprochome/epil through M/s MSTC, 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 MSTC, New Delhi at following address to complete the registration formalities:

M/s MSTC Limited,
30 / 31A, 1st Floor, Jeevan Vikas Bhawan,
Asaf Ali Rd, New Delhi, Delhi-110006
Contact No.: 033-22901004, 011-23212357, 011-23215163, 011-23217850
Availability: 10 AM to 5:30 PM on all working days.
Email-ID: mstcnro@mstcindia.co.in
Please mention “Helpdesk” as subject while sending emails.

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 https://www.mstcecommerce.com/eprochome/epil (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 MSTC, New Delhi directly, as and when required, for which contact details are mentioned above. EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section: Instruction to Bidders of the Bidding Documents.

7.0 Bidders can download the bid document from the portal without paying document fees in advance, any time from 18:00 Hrs on 18.02.2020; 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 Rs.5,000.00 + GST @ 18% i.e. Rs.5900.00 (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. Tenders submitted without Tender Fees or inadequate Tender Fees shall be rejected.

8.0 E-Bids must be submitted/uploaded after paying the required transaction fees of MSTC along with scanned copies of relevant documents mentioned in Clause No. 1.0 to 3.0 under Single Stage Two Cover Bidding Procedure on the MSTC portal on or before last date & time of online bid submission. Late bids will not be accepted. Under the above procedure, only first cover (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 cover i.e. Price Bid part shall be opened only of technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs.80,000.00 (Rupees Eighty thousand Only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD favouring “Engineering Projects (India) Ltd.”, payable at
New Delhi or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid. **Bidders submitting EMD through BG, need to attach SFMS form from the BG issuing Bank.**

**Tender fee, EMD (in original), Relevant Documents, NSIC/MSME certificate as per Clause No. 2 if bidder is claiming EMD/Tender fee exemption, Affidavit as per Annexure-A and Power of Attorney 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 It is desired that the bidder visits the site before submitting the bid to assess the ground condition and working conditions at site. Incase bidder decide not to visit site, they shall be responsible for all the consequences thereof. Bidder to submit a self-declaration with the bid in respect of the same.

12.0 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.

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.

14.0 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.

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 MSTC portal https://www.mstcecommerce.com/eprochome/epil. 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. 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.

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

**Executive Director (Contracts & Engineering)**
**ENGINEERING PROJECTS (INDIA) LTD.**
**3rd Floor, Core-3, Scope Complex,**
**7, Lodhi Road,**
**New Delhi – 110003**
18.0 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

19.0 For site related Queries/Visit:

Shri A.Gowthaman, Project Incharge
ENGINEERING PROJECTS (INDIA) LTD.
B- 32, Phase –II, Surya Vihar,
Bhilai, Chhattisgarh – 490020
Mobile No.: +919425296101, +919425554502, 9425551817
epibhilai@rediffmail.com
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 MSTC at: https://www.mstcecommerce.com/eprochome/epil
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 “Construction of Area Repair Shop” 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-665/343**

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<td>Bhilai Steel Plant, Bhilai</td>
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<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs 80,000/- (Rupees Eighty thousand only)</td>
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<td>Time of completion of work</td>
<td>NIT</td>
<td>90 days (Ninety days) from the date of handing over of site.</td>
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<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>NA</td>
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<td>vii.</td>
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<td>8.0</td>
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<td>viii.</td>
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<td>76.3</td>
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SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : ______________________________________
OCCUPATION : ______________________________________
ADDRESS : ______________________________________

SEAL OF BIDDER
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 "Procedure for e-tendering e-procurement" 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)

Tender for “Construction of Area Repair Shop” 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 90 (Ninety) 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 Area Repair Shop” 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
precision as per Terms & Conditions, Specifications, Drawings etc. within contractual completion period and within their quoted rates / amount.

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

22. Clause no. 35 of GCC not applicable.

23. Clause 37 of GCC not applicable.

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

25. 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.

26. Clause no. 72.1 compensation will be \( \frac{1}{2} \% \) per week with a maximum of 5% of tender cost.

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

Taxes applicable as on 7\textsuperscript{th} day prior to the date of submission of tender shall be included in the quoted price including 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.

28. 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>1</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 1\textsuperscript{st} RA bill.

29. **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.

30. 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.

31. Taxes & Duties

Price quoted by the bidder shall be inclusive of all the taxes & duties including 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.

In case of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the last date of bid submission or afterwards, the subcontractor shall pass on the benefit to EPI immediately, failing which EPI 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 EPI.

32. EPI reserves the right to spilt-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.

33. 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.

34. QUANTITY VARIATION

Quantity Variation is as per GCC Clause no 69.

35. 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.
FORM OF TENDER

To,

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

REF.: Tender for “Construction of Area Repair Shop” 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-665/343

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 Area Repair Shop” 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-665/343

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: _______________________

1
Procedure for e-tendering / e-procurement

Bidder’s guide for EPIL portal:

1. Use browser to go to https://www.mstcecommerce.com/eprochome/EPIL

Digital Signatures

To login into the portal both Users (EPIL Officials) and Bidders will require a Class 2 or 3 Digital Signature. Bidders should have at least Signing type Digital Signatures.

A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology. The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html.

The list is as under:

a) Safescrypt
b) IDRBT
c) National Informatics Centre
d) TCS
e) GNFC
f) e Mudhra CA
g) CDAC CA
h) Capricorn CA
i) NSDL e-Gov CA

System Settings

a. This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.)
b. On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:
c. **On clicking the button, a new window will open as shown below:**

![New Window Opening]


d. **In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.**
e. **Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:**

![MSTC Signer App]

For other browsers please install the extension as applicable.

2. **On the right side of the page click on Register as a Vendor:**

![Register as Vendor Form]

3. **Fill the form that appears to create username and password.**
4. Once the registration is done, login with your user name and password:

5. System will ask you to verify your digital signature

6. Press Ok and select your digital signature from the List:

7. Your digital signature will be verified

8. Once login is complete, a bidder can access My Menu through the left side of the page:
9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:

10. To submit the bid a bidder can proceed to Bid Floor through the left side My Menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically. On clicking the tender number one of the following screens will appear:

- **For 2 cover with price bid in excel**

- **E-Tender Technical cum Price Bid**
13. For each type of event the event details including start time and close time the details will be given on the top of the page.

14. To submit the tender the bidder has to start from top left and submit the details one by one.

15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.

a. After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

b. Please note that under no circumstance the price bid excel has to be uploaded here.

c. After the documents have been uploaded, the bidder can click on download excel to download the excel format.

d. Fill up the excel sheet as per the details given therein and tender document.

e. To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

f. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.
16. **For E-Tender Technical Cum Price Bid:**

   a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
   b. Then the bidder has to upload documents as per the list shown therein.
   c. Once the documents are uploaded the bidder has to submit the Technical and Price bids.
   d. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

Bidder’s may note that in each case using the **Delete bid button** will only delete the bids and then the bidder can resubmit upload tender before closing time.

Using the **withdraw button the bid** will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at EPIL:

   **Executive Director (Contracts & Engineering)**
   **Engineering Projects (India) Ltd.**
   **Core 3, scope complex, Lodhi Road, New Delhi – 110003**
   **Tel No. – 011-24361666, Extn: 2340 Fax No. – 011-24363426**
   **E-mail - core@engineeringprojects.com**

For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

   **Phone Number:** 033-22901004, 011-23212357, 011-23215163, 011-23217850
   **Email:** mstcnro@mstcindia.co.in
   **Please mention “Helpdesk” as subject while sending emails**
   **Availability:** 10 AM to 5:30 PM on all working days.

**Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on MSTC Portal (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 Rs.5,900/- (Rupees Five Thousand Nine Hundred Only) (Including GST @ 18%) in the form of DD in case of not registered with NSIC/MSME.

2. Original copy of the EMD of Rs.80,000/- (Rupees Eighty Thousand Only) in the form of a Bank Guarantee/DD in case of not registered with NSIC/MSME.

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 of NIT for tender fees & EMD waiver.

5. Affidavit as per Annexure-A of NIT.

**Contact Persons Name:**

Executive Director (Contracts & Engineering)

Engineering Projects (India) Ltd.
Core 3, scope complex, Lodhi Road, New Delhi – 110003
Tel No. – 011-24361666, Extn: 2340 Fax No. – 011-24363426

**Note:**

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

2. 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.

3. Bidders are required to pay applicable transaction fees on line at the time of bid submission.