



ENNORE PORT LIMITED

[A Government of India Undertaking]
1st Floor, P.T. Lee C.N. Maaligai,
No: 23, Rajaji Salai,
Chennai – 600 001

MAINTENANCE OF THE RAILWAY SIDING AT ENNORE PORT

BID DOCUMENT

TECHNICAL BID

VOLUME - I

June - 2009

ENNORE PORT LIMITED
[A Government of India Undertaking]

(RAILWAY SIDING MAINTENANCE)

Name of Work : Maintenance of the Railway Siding at
Ennore Port

Tender No : EPL/OP/B/95.6/2009

Sale of Bidding Document : From 20 June 2009

Last Date and Time for Receipt
of Bids : Date 10 July 2009
Time 15 00 Hrs.

Date and Time of Opening
Technical Bid : Date 10 July 2009
Time 15 30 Hrs.

Place of Opening of Bids : Ennore Port Limited,
No.23, Rajaji Salai,
P. T. Lee Chengalvaraya Naiker Maaligai,
Chennai- 600 001.

Contact Person : Dy. General Manager (Constructions)
Ennore Port Limited
Phone : 044-25251666 / 044-27950031
Fax: 044-25251665 / 044-27950002

ENNORE PORT LIMITED
[A Government of India Undertaking]

CONTENTS

VOLUME -I		INVITATION FOR BIDS (IFB)
	SECTION-1	INSTRUCTION TO BIDDERS (ITB)
	SECTION-2	CONDITIONS OF CONTRACT
VOLUME -II	SECTION- 3	CONTRACTOR'S FORM OF BID
	SECTION-4	BILL OF QUANTITIES
VOLUME -III	SECTION-5	FORM(S)
	SECTION-6	DRAWING

CONTENTS IN VOLUME -I

SECTION	PARTICULARS
	INVITATION FOR BIDS (IFB)
1	INSTRUCTION TO BIDDERS (ITB)
2	CONDITIONS OF CONTRACT

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

1. Ennore Port Limited invites Sealed Tenders from experienced and reputed Civil and railway maintenance Contractors for the work of “Maintenance of the Railway Siding at Ennore Port”.
2. The tender document can be purchased on payment of Rs 520/- (Rs.500+ 4% VAT) (Nonrefundable) in the form of D.D drawn in favour of Ennore Port Limited on any Nationalised bank encashable at Chennai, on all working days between 10 : 00 hrs and 17.00 hrs from 20.06.2009 to 09.07.2009 in the office of the General Manager (Operations), Administrative office, Ennore Port Chennai 600 120 and/ or Ennore Port Limited, 23, Rajaji Salai, Chennai -600 001. Telephone No (044) 27950029/(044) 25251666. Tender document can also be downloaded from the EPL website www.ennoreport.gov.in and submitted along with the document fee of Rs 520/- in the form of D.D drawn in favour of Ennore Port Limited.
4. The Tender shall be signed by person(s) so authorized by the Bidders with signature duly witnessed and Company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed.
5. At any time prior to the opening of the tenders, the Director (Operations) may modify the Tender document by issuance of addenda, in writing and which shall be sent to all the Bidders who had purchased the tender documents so as to reach them at least Three (3) days before the date fixed for submission of Tender. Such addenda shall be numbered and be returned duly signed & sealed by the Bidders as part of their Tender.
6. The contractor is deemed to inspect the site before quoting the rate.
7. EPL will not be responsible or pay for any expenses which may be incurred by any Bidders in connection with their visits to and examination of the Site or for the preparation of the Tender for submission.
8. The “Instructions for Bidding” shall also form part of the Contract, though they are intended to aid the Bidders in the preparation of their Tender.
9. Any Bid not conforming to the foregoing instructions will not be considered. The EPL does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.
10. Conditions relating to payment and refund of Earnest Money Deposit: -
 - 10.1 Each tender should be accompanied by an Earnest Money Deposit (EMD) amounting to **Rs. 20,000/- (Rupees twenty thousand only)** which shall be in the form of Demand

Draft / Pay Order from any Nationalised Bank / Scheduled Bank drawn in favour of **Ennore Port Limited**, Chennai 600 001.

- 10.2 In the case 10.1 the Demand Draft / Pay Order should be enclosed with the Tender and not sent separately.
- 10.3. No other form of deposit towards Earnest Money shall be accepted.
- 10.4 Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the Trust will be summarily rejected.
- 11 All bids must be accompanied by Bid Security of the amount specified for the Works in the above Table payable at Chennai and drawn in favour of “**Ennore Port Limited**”. Bid Security will have to be in any one of the forms as specified in Clause 17 of Instructions to Bidders (ITB).
12. All Bids must be delivered to the **Director (Operations), Ennore Port Limited, No.23, Rajaji salai, P.T.Lee Chengalvaraya Naiker Maligai, Chennai – 600 001** not later than 15:00 hrs on 10.07.2009
13. The Technical Bids will be opened at 15:30 hrs on 10.07.2009 in the presence of bidders or their representatives who choose to attend. In the event of the specified date of bid submission/opening being declared a holiday for the Employer, the bids shall be received/opened on the next working day at the same place and the same time.
14. The Financial Bids of bidders whose technical bids have been determined responsive and who have the required construction experience, turnover etc, and bid capacity will be opened at the time and date to be intimated later.
15. The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer’s action.

General Manager (Operations)
Ennore Port Limited



SECTION – 1
INSTRUCTION TO BIDDERS

TABLE OF CLAUSES

A. GENERAL.....

- 1. SCOPE OF BID
- 2. ELIGIBLE BIDDERS
- 3. ELIGIBLE MATERIALS, PLANT, SUPPLIES, EQUIPMENT, AND SERVICES
- 4. QUALIFICATION CRITERIA
- 5. ONE BID PER BIDDER
- 6. COST OF BIDDING
- 7. SITE VISIT

B. BIDDING DOCUMENTS.....

- 8. CONTENT OF BIDDING DOCUMENTS
- 9. CLARIFICATION OF BIDDING DOCUMENTS
- 10. AMENDMENT OF BIDDING DOCUMENTS

C. PREPARATION OF BIDS.....

- 11. LANGUAGE OF BID
- 12. DOCUMENTS COMPRISING THE BID
- 13. BID PRICES
- 14. CURRENCIES OF BID AND PAYMENT
- 15. BID VALIDITY
- 16. BID SECURITY
- 17. ALTERNATIVE PROPOSALS BY BIDDERS
- 18. PRE-BID MEETING
- 19. FORMAT AND SIGNING OF BID

D. SUBMISSION OF BIDS.....

- 20. SEALING AND MARKING OF BIDS
- 21. DEADLINE FOR SUBMISSION OF BIDS
- 22. LATE BIDS
- 23. MODIFICATION, SUBSTITUTION, AND WITHDRAWAL OF BIDS

E. BID OPENING AND EVALUATION.....

- 24. OPENING OF TECHNICAL BIDS
- 25. EXAMINATION OF TECHNICAL BIDS AND DETERMINATION OF RESPONSIVENESS OF TECHNICAL BID
- 26. OPENING OF FINANCIAL BIDS
- 27. EVALUATION OF FINANCIAL BID
- 28. EVALUATION AND COMPARISON OF BIDS
- 29. CLARIFICATION OF BIDS
- 30. PROCESS TO BE CONFIDENTIAL

F. AWARD OF CONTRACT

- 31. AWARD
- 32. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
- 33. NOTIFICATION OF AWARD
- 34. SIGNING OF AGREEMENT
- 35. PERFORMANCE SECURITY
- 36. CORRUPT OR FRAUDULENT PRACTICES
- 37. ADVANCE PAYMENT AND SECURITY
- 38. INSURANCE

SECTION 1: INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

1.1 Railway Siding.

The existing Railway Siding is about 5.75 Km long with 11 points and crossings located inside the Port area. Routine maintenance works are to be carried out as per the standards and specifications applicable to private railway sidings of Southern Railways.

1.2 The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract and shall consist of various salient items as generally described below:

1.2.1 Routine patrolling the tracks, oiling, greasing, tightening of the fish bolts and nuts, and clips etc., Cleaning the vegetation in and around the track, Through packing of railway tracks, Through packing of points and crossings Shallow screening of ballast, Replacement of damaged / worn out CST9 sleepers / wooden sleepers / PSC concrete sleepers, Replacement of damaged / worn out fish plate bolts and nuts, Removing, repairing and re-fixing the damaged / worn out tongue rail, Removing the worn out crossings and re-fixing with new crossings, Squaring of rails.

1.2.2 The successful bidder is required to complete the Works within the period stipulated in IFB from the date of commencement of the Works.

1.2.3 Throughout these bidding documents, the terms 'Bid' and 'Tender' and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2 Eligible Bidders

2.1 This invitation for bid is open to any bidder who meets the requirements mentioned in qualification criteria.

2.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.3 All bidders shall provide the necessary documents, forms, and undertakings as per the details in section 5.

3. Qualification Criteria

3.1 Should have satisfactorily completed similar nature of works of values listed below during the last 7 years.

- (a) Three similar works each costing not less than 40% of the present estimated cost (or)
- (b) Two similar works each costing not less than 50% of the present estimated cost (or)
- (c) One similar work costing not less than 80% of the present cost estimated cost; and

Documentary proof for meeting all eligibility criteria shall be enclosed with the tender in original or copies notarized. The firms who do not meet the eligibility criteria shall not be considered for further processing.

4. Submission of bid.

4.1 The documents submitted by the Bidders should be properly indexed. All pages shall be numbered and an index sheet added in the beginning of Bidding Documents.

4.2 Technical Bid - List of Documents as per the check list in clause 4.1 of this section and any other material/ information required to be submitted in accordance with these Instruction to Bidders (ITB)

4.3 Financial Bid shall be,

- (i) Form of Bid as per format in Section 6 duly filled in and signed.
- (ii) Bill of Quantities in Section 4– duly filled & signed on each page

5. One Bid per Bidder

5.1 A bidder is permitted to submit only one bid per contract package. A bidder who submits or participates in more than one bid will cause all the proposals with the bidder's participation to be disqualified.

6 Cost of Bidding

6.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

7. Site Visit

- 7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 7.2 The bidder and any of his authorized personnel may be granted permission by the Employer to enter upon his premises and stay for the purpose of such inspection, but only upon the express condition that the bidder, his authorized personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

B. Bidding Documents

8. Content of Bidding Documents

- 8.1 The bidder is expected to examine carefully the contents of all the bidding documents and should be read in conjunction with any addenda issued in accordance with clause 10. Failure to comply with the requirements of bid documents will be at the bidder's own risk. Pursuant to Clause 26 and 28, bids, which are not substantially responsive to the requirements of the bidding documents, will be rejected.

9. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the Bidding Documents may notify the Employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source and also hosted on EPL website.

10. Amendment of Bidding Documents

- 10.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, amend the bidding documents by issuing Addendum.
- 10.2 Any Addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each Addendum by fax to the Employer. Such addendum will also be hosted on EPL website.

- 10.3 To afford prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids, in accordance with Clause 21.

C. Preparation of Bids

11. Language of Bid

- 11.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an authenticated translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

12. Documents Comprising the Bid

The bids shall be submitted as in two parts as per Clause 4.

- 12.1 The Technical Bid and Financial Bid shall be hard bound and all pages numbered (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents - spiral bound form, loose form etc. will not be accepted and the bid shall be returned to the bidder without further evaluation) with all pages numbered serially, along with an index of submissions.
- 12.2 The bidder shall prepare and submit only **one original set** of the bid.

13. Bid Prices

- 13.1 A Bill of quantities accompanies the Bid document in section 4 of volume II. It shall be definitely understood that the Employer does not accept any responsibility for the correctness or completeness of quantities in the Bill and that this Bill of quantity is liable to alterations, omissions, deductions, additions at the discretion of the Employer.
- 13.2 **The bidder shall quote the rates in the respective column of BOQ.** The rates shall be written legibly and free from erasures. All pages of the Bill of Quantities shall be initialed.
- 13.3 Over writings or conversions of figures or corrections, where unavoidable should be made by crossing out, initialing, dating and rewriting

14. Currencies of Bid and Payment

All payments shall be paid in Indian Rupees only.

15. Bid Validity

- 15.1 Bids shall remain valid for a period of **90 days** (Ninety days) after the deadline date for bid submission specified in Clause 12. Conditional Bid shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

- 16.1 The bidder shall furnish, as part of its Bid, Bid Security in the amount as stipulated in the Invitation for Bid (IFB) for particular work(s). The Bid security shall be in the form of Demand Draft / Pay Order / Bank Guarantee from any Nationalised Bank / Scheduled Bank drawn in favour of **Ennore Port Limited**, Chennai 600001
- 16.2 The format of Bank Guarantee shall be in accordance with the sample form of Bid Security included in the bid document (Section 8). The Bank Guarantees (and other instruments having fixed validity) issued, as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 16.3 Any bid not accompanied by an acceptable bid security and not secured as indicated in Sub Clause 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4 The bid security of the unsuccessful bidders will be refunded promptly as possible as but not later than 28 days after date of award of contract.
- 16.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required performance security and signed the agreement.
- The Bid Security shall be forfeited.
- a) if the bidder withdraws his bid during the period of bid validity;
 - b) in the case of a successful bidder, if the bidder fails within the specified time limit to
 - i) furnish the required Performance Security or
 - ii) sign the Agreement

17. Conditional offers by Bidders

Bidders shall submit offers that fully comply with the requirements of the bidding documents including the conditions of contract, basic technical design as indicated in the Drawings and Specifications. **Conditional offers will not be considered in the process of bid evaluation.**

18. Pre-Bid Meeting

No Pre –Bid meeting is planned for this contract. However EPL will be to clarify issues as per Clause 10 of Invitation for Bids.

19. Format and Signing of Bid

- 19.1 The bidder shall prepare original one copy of the financial bid and one copy of the technical bid.
- 19.2 The financial bid shall be written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the bidder. All pages of the Technical Bid and Financial Bid shall be initialed by the person or persons signing the bid. All entries or amendments shall be initialed by the person or persons signing the bid.
- 19.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case all such corrections shall be initialed by the person signing the bid.

D. Submission of Bids

20. Sealing and Marking of Bids

The bidder shall submit the Bid in two parts, the Technical Bid and the Financial Bid. Each part of the bid shall be sealed in separate envelopes and the two sealed envelopes shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:

Outer Envelope:

Technical and Financial Bid for the work “Maintenance of the Railway Siding at Ennore Port”.

Inner Envelope, Technical Bid:

Technical Bid for the work “Maintenance of the Railway Siding at Ennore Port.”

The inner envelope marked ‘Technical Bid’ shall contain the following:

- i) Bid Security in a separate sealed envelope marked “Bid Security”

- ii) Documents listed in the Clause 4.2 of Section -1, in a separate sealed envelope.

Both these envelopes shall be kept in one envelope and marked "Technical Bid" and sealed.

Inner Envelope, Financial Bid:

Financial Bid for the work "Maintenance of the Railway Siding at Ennore Port"

The sealed envelope marked "Financial Bid" shall contain the following:

Documents listed under clause 4.3 of Section -1

The sealed envelope marked "Technical Bid and "Financial Bid" shall be enclosed in an outer envelope and sealed.

20.1 The inner and outer envelopes shall:

- a) be addressed to the Employer at the following address :

THE GENERAL MANAGER (OPERATIONS)
ENNORE PORT LIMITED,
P.T.LEE. CHENGALVARAYANAICKER BUILDING,
NO 23, RAJAJI SALAI
CHENNAI-600 001

- b) bear the following identification:

- Bid for "Maintenance of the Railway Siding at Ennore Port

- TO BE OPENED ONLY IN THE PRESENCE OF THE EVALUATION COMMITTEE

- c) indicate the name and address of the bidder

20.2 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the 'Technical Bid' and 'Financial Bid'.

21. Deadline for Submission of Bids

Bids must be received by the Employer at the address specified above not later than the time and date specified in the Invitation for Bid (IFB). In the event of the specified date to submission of bids declared a holiday for Employer, the Bids will be received up to the appointed time on next working day.

The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 12, Invitation for Bids in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

22. Late Bids

22.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 12 will be returned unopened to the bidder.

23. Modification and Withdrawal of Bids

- 23.1 The bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids. Any MODIFICATIONS in respect of TECHNICAL BID and FINANCIAL BID shall be submitted in separate sealed envelope duly marked so.
- 23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 19 & 20, with the outer and inner envelopes additionally marked "MODIFICATIONS" or "WITHDRAWAL" as appropriate.
- 23.3 No bid shall be modified by the bidder after the deadline for submission of bids.
- 24.2 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Clause 15 may result in the forfeiture of the Bid Security pursuant to Clause 16.

E. Bid Opening and Evaluation

24. Opening of Technical Bids

- 24.1 The Employer will open the outer envelope of all bids received for the package (except those received late) containing the sealed Technical Bid and the sealed Financial Bid and announce the names of (i) bidders, (ii) bidders who have submitted modification of Technical / Financial bids, and (iii) bidders who have given notice for withdrawal of their bids in the presence of bidders or their representatives who choose to attend on the date and time mentioned in the IFB. In the event of specified date of bid opening being declared as a holiday for the Employer, the Technical Bids will be opened at the appointed time and location on the next working day.
- 24.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened and shall be returned.
- 24.3 Envelopes marked 'Technical Bid' shall then be opened. Bidders names, 'Modification of Technical Bid', the presence/ or absence of Bid Security, the amount and validity of Bid Security furnished with each bid and such other details, as the Employer may consider appropriate will be announced by the Employer at the time of opening.

- 24.4 The bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 24.5 The sealed envelope containing the Financial Bid shall not be opened at this stage and all the financial bids shall be kept in one cover and sealed. The sealed cover shall be signed by each bidder who have present in the Technical bid opening.
- 25. Examination of Technical Bids and Determination of Responsiveness of Technical Bid**
- 25.1 Prior to evaluation of Technical Bids, the Employer will determine whether the bid is accompanied by the required Bid Security.
- 25.2 If the Bid Security furnished does not conform to the amount and validity period as specified in the Invitation for Bid and has not been furnished in the form specified in Clause 16, the bid shall be rejected by the Employer as non-responsive as per Clause 16 and the Technical Bid and the sealed Financial Bid will be returned to the bidder.
- 25.3 Subject to confirmation of the Bid Security by the issuing Bank, the Technical Bid accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the Bid Security, the bid shall be rejected as non-responsive and no further evaluation carried out.
- 25.4 The Technical Bid will further be examined to determine whether the bid has been properly signed, meets the eligibility and qualification criteria, has the required available bid capacity, is accompanied by the requisite certificates, undertaking and other relevant information specified in the bidding documents and is substantially responsive to the requirement of the bidding documents and provides for any clarification for ascertaining the correctness of the information/details that the Employer may require pursuant to Clause 9.
- 25.5 If the Technical Bid is not substantially responsive, it will be rejected by the Employer and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 25.6 The Employer shall inform, by fax, the bidders, who are qualified based on Technical Bid evaluation, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Employer, the Financial Bid will be opened at the appointed time and location on the next working day.
- 25.7 Bidders who are qualified based on Technical Bid will only be considered for financial bid opening.
- 25.8 The financial bids of the bidders not technically qualified will be returned unopened after the opening of financial bid of the technically eligible bidders.
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26. Opening of Financial Bid

- 26.1 The financial bids of the bidders who have technically qualified financial bids shall be opened.
- 26.2 The Employer will open the envelope marked 'Financial Bid' (including 'Modification pursuant to Clause 23) of those bidders whose Technical Bid has been qualified. , in presence of the bidders or their representative who choose to attend on the date intimated to such bidders.
- 26.3 The bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

27. Evaluation of Financial Bids

- 27.1 A responsive Financial Bid is the one, which conforms to all terms, conditions and specifications of the bidding documents.

28. Evaluation and Comparison of Financial Bids

- 28.1 The Employer will evaluate and compare only those Financial Bids in accordance with Clause 26.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation and comparison of technical bids, the Employer may, at his discretion, ask any of the substantially responsive bid for clarification, authentication of the correctness of the information / details furnished by him in his bid. Such request by the Employer and the response by bidder shall be in writing or by cable/fax.

30. Process to be Confidential

- 30.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his bid.

F. Award of Contract

31. Award

- 31.1 Subject to Clause 25, the Employer will issue the letter of acceptance to the preferred bidder who has offered the lowest Evaluated Bid Price pursuant to Clause 28.

32. Employer's Right to Accept any Bid and Reject Any or All Bids

32.1 Notwithstanding Clause 25, the Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

33. Notification of Award

33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the preferred bidder by cable/fax and confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "the Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract termed "the Contract Price").

33.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 35.

33.3 The notification of award will be cancelled if the preferred bidder failed to furnish the performance security and sign the Agreement; the Employer reserves the Right to take further action on the Bid

34. Signing of Agreement

34.1 At the same time that the Employer notifies the preferred bidder that his bid has been accepted, the Employer will direct him to submit the Performance Security and attend the Employer's office on a date determined by the Employer for signing the Form of Agreement.

34.2 Upon the furnishing the Performance Security, by the preferred Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

35. Performance Security

35.1 Within 15 (fifteen) days of the date of receipt of the Letter of Acceptance, the preferred bidder shall deliver to the Employer a Performance Security in the form of a Bank Guarantee given in Section 8 for an amount equivalent to 10% (ten percent) of the Contract.

35.2 The Performance Security to be provided by the preferred bidder in the form of a Bank Guarantee as per format given in Volume III Section 8, shall be issued from any Nationalised Indian bank / any RBI approved scheduled commercial Bank and acceptable to Employer.

35.3 Failure of the preferred bidder to comply with the requirements of Clause 34&36 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security including restriction on future participation in Employer’s projects for a period as decided by the Employer.

36. Corrupt or Fraudulent Practices

36.1 The Employer will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Employer will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by State/ Central Govt. organization if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce other to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-responsive levels and to deprive the Employer of the benefits of free and open competition.

36.2 Furthermore, bidder shall be aware of the provisions stated in Sub Clause 23.2 and Sub Clause 52.2 of the Conditions of Contract.

37 Advance Payment and Security:

No Advance payment will be made for this contract.

38. Insurance

Contractor has to obtain the insurances as per clause 17 of general conditions of contract read with contract.

SECTION – 2
CONDITIONS OF CONTRACT

Table of Clauses

A. General

1	Definitions
2	Interpretation
3	Language and Law
4	Period of Contract
5	Manpower
6	Extent of Contract
7	Termination of Contract
8	Programme and Progress of work
9	Water supply
10	Safety of materials brought to site
11	Forfeiture of Security
12	Materials and Workmanship
13	Satisfactory completion of work
14	Supply of plant, materials and labour.
15	Security and safety
16	Assignment and subletting
17	Accidents/Injury/Damages to persons, property and work.
18	Reporting of Accident
19	Contractor's working area
20	Measurement, Certification and payment of Interim Bills.
21	Release of Performance Security
22	Clearance of site on completion
23	Setting out
24	Rights of Employer for outstanding dues
25	Default of Contractor and valuation at data of termination.

26	Remedies on termination
27	Settlement of Disputes
28	Removal of Worman
29	Compliance with regulations and statutes
30	Alteration, addition and omission
31	Notices to the contractor
32	Rounding off payment
33	Termination
34	Rates
35	Singular / Plural

B. Additional Conditions

C. Special conditions

Conditions of Contract

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 41 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** – since the work is of maintenance nature, no defect liability period is existed.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date**. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the

Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.`

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of Quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Period of Contract:

The contract period is **Twelve months** commencing from the fifteenth day of the date of issue of Letter of Acceptance and /or the actual date of site taking over whichever is earlier.

5 Man-Power:

The contract works covered under the Scope of this bid shall be carried out by the qualified and experienced personnel to the satisfaction of the EPL.

6. Extent of contract

The period contract shall be extended and /or foreclosed with one month notice as desired by the employer. However, the rate quoted shall be firm throughout the contract period.

7. Termination of the contract

The progress of the work at each stage shall be subject to the approval of the General Manager (Operations) whose decision is final and binding on the Tenderer.

The General Manager (Operations) reserves to himself the right to cancel the contract for unsatisfactory performances of in the work at any stage.

8. Programme and progress of work

The contractor shall submit a program to EPL for the approval of General Manager (Operations) for execution of the work during the contract period showing the order of sequence and methods in which he proposes to carry out the works. In case of poor performance, the General Manager (Operations) shall issue to the contractor a memo in writing pointing out the poor performance and calling upon the contractor to explain the causes for the delay within 3 days of the receipt of the memo. If the General Manager (Operations) is not satisfied with the explanation offered, he may decide to forfeit the Performances Security and withhold payment of pending bills in whole or in part.

9. Water supply

The contractor shall make his own arrangement.

10. Safety of materials brought to site

The contractor shall arrange his own watch and ward for the safety and security of materials brought to the site and against any damage.

11. Forfeiture of Security

If the Performance Security or any part thereof forfeited by EPL, the Contractor shall make good the Performance Security so forfeited within a fortnight thereafter or such further time as EPL may grant failing which EPL may terminate the contract.

12. Material and workmanship

The materials used for the work shall be of good quality and conform to relevant Indian Standards and the specifications laid down in the contract. The work must be carried out in workman like and expeditious manner and the quality of work at each stage will be subject to the approval of the General Manager (Operations) or his representative. The decision of the General Manager (Operations) as to the quality of such materials and work shall be final and binding on the Contractor.

13. Satisfactory completion of work.

The Contractor shall execute and complete and maintain the works strictly accordance with the contract to the satisfaction of the General Manager (Operations) and shall comply with and adhere strictly to the General Manager (Operations) instructions and directions on any matter (whether mentioned in the contract or not).

14. Supply of plant, materials and labour

Except where otherwise specified in the contract, the contractor shall at his own expense, supply and provide all the constructional plant, Dip lorry for transporting materials /any other means of transport temporary works, (materials both for temporary and for works under the contract, labour include the supervision thereof)

transport to or from the site and in and about the works) and other things of every kind/required for the constructional completion of the works. The Contractor shall not hire out any item of plant or equipment brought by him in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the port, without the written permission from EPL, such permission may or may not be granted by EPL.

15. Security and safety

The contractor shall at his own cost make due arrangements for the proper watch and ward for the safety of all materials and plants supplied by him for use on this work. He shall not remove such constructions plant or materials from the site without the permission of the General Manager (Operations). If any of these materials or constructional plants are lost or damaged in any way due to negligence or carelessness on the part of the Contractor as determined by the General Manager (Operations) shall be recovered from the Contractor from any moneys due to him or become due to him.

16. Assignment and subletting

The Contractor shall not assign the contract or any part thereof any benefit or interest therein or there under without the written consent of EPL. The Contractor shall not sublet the whole of the works. The Contractor shall not sub-let any part of the works without the written consent of EPL and such consent if given shall not relieve the Contractor of any liability or obligation under the contract and he shall be responsible for the acts defaults and neglects of any Sub-Contractors, his agent servants or workman, as fully as servants or workman. Provided, always that the provision of labour on piecework basis shall not be deemed to be sub-letting or assignment of benefit or interest under this clause.

17. Accidents/injury/damages to persons, property and work

The Contractor shall be solely responsible for any accident, damages or injury caused to any of his employees or EPL's employees in the execution of the works and shall hold EPL blameless in respect thereof and also in respect of any claim made by any person in the employment of the Contractor for any reason whatsoever. The Contractor shall be responsible for all structural or decorative damage to EPL's or his own property and for injury caused by the works or workman in his employment to persons, animals or things and shall indemnify EPL against any claims or actions arising therefore. He shall also be responsible for any injuries or damages caused to the works by inclemency of weather, outbreak of fire and shall rectify at his own cost all such damages and thoroughly complete the work.

18. Reporting of accidents

The Contractor shall be solely responsible for reporting to EPL, General Manager (Operations) and Police Department immediately of any serious or fatal accidents at any place in the work area to any of his employees/workmen engaged by him.

19. Contractors working area

The Contractor shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose near the work site and any such construction so put up shall be removed by the Contractor whenever the Engineer calls upon the Contractor to remove. The Contractor shall not operate a workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Engineer's decision will be final. Such necessary structures shall be of non-flammable materials as approved by the Engineer.

20. Measurement, Certification and Payment of Interim Bills:

The contractor shall submit to the General Manager (Operations) and or his representative at the end of each month, in prescribed format, showing the amounts for the completed works as part bill.

21. Release of Performance Security

The Performance Security held in the form of Bank Guarantee will be released by EPL after the successful completion of the contract period.

22. Clearance of site on completion

On the completion of the maintenance the Contractor shall clear away and remove from the site all constructional plant, temporary works, surplus materials and rubbish of every kind and leave the site and works clean and in a workman like condition to the satisfaction of the General Manager (Operations).

23. Setting out

The Contractor shall be fully responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall apply or arise in the position levels, dimensions or alignment of any part of works, the Contractor shall rectify such erroneously executed work at his own expense, unless such error based on incorrectly data supplied in writing by the General Manager (Operations) in which case the expense of rectifying the same shall be borne by EPL. The way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, site rails pegs and other things used in setting out the works.

24. Rights of employer for outstanding dues

All amounts due to EPL by the Contractor if outstanding, on account of the supply of any materials, electricity, water, services rendered in connection with the contract, repairs, or rectification to works etc. shall be adjusted from the bills or any amount due to the Contractor by EPL by way of outstanding deposits etc.

25. Default of Contractor and valuation at data of termination

In the event of death, insanity or insolvency of the Contractor or in the case of the Contractor being a partnership on a dissolution of the firm of Contractors or in case of the Contractor being a company governed by Companies Act, 1956 the winding

up of the company, the contract shall be terminated on the happening of the event above said and all accepted and acceptable work shall be measured up and paid for to the person or persons legally entitled to receive payment for work done, and on his or their executing a bond indemnifying EPL against any claims that may be made in respect of payments made by EPL by persons claiming from the Contractor or others, in respect of work done by the Contractor prior to the termination of the contract.

26. Remedies on termination

In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per the above clause, EPL shall have the right to execute the portion of works left incomplete using EPL's labour or any other agency and the Contractor will be liable to make good any loss incurred by EPL on this account. Such amounts will be recovered from any moneys due to or to become due to the Contractor.

27. Settlement of disputes

Any dispute or difference of any kind whatsoever arising between the contractor and the EPL in connection with or arising out of contract, the execution of the contract, whether during the execution of contract or after completion and whether before/after the determination, abandonment or breach of contract can be amicably settled through discussions between the parties. If required, the dispute or difference can be referred to the Chairman cum -Managing Director, EPL for settlement and his decision is final and binding. In no case, shall the work be stopped consequent on such a dispute arising. Tendency of any dispute or reference shall not be a ground or an excuse for not executing the contract till the stipulated period.

28. Removal of workman

The Contractor shall employ in and about the execution of the works only such persons as are careful skilled and experienced, in their several trades and calling to the approval of the General Manager (Operations). The General Manager (Operations) shall be at liberty to object to and to require the Contractor to remove from the above works any persons employed by the Contractor in or about the execution of the works who in the opinion of the General Manager (Operations) misconduct himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed in the works without the written permission of the General Manager (Operations).

29. Compliance with regulations and statutes

29.1 The Contractor shall conform to and comply with the the provisions contained in various statues, acts, rules, regulations, Labour Acts enacted by the State legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Act the Indian Electricity Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and Scheme made under the

said Act. Health and Sanitary arrangement for workers etc. and the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971 etc, for Welfare and protection of works, workers or for the safety of the public and other insurance provisions.

- 29.2** EPL shall not be liable for the Contractor in conforming to the provisions of the Acts, Rules and Regulations etc., referred to in the above Para in the case of any contravention of the provision of the Acts, Rules and Regulations etc., the Contractor shall keep EPL indemnified against any loss, cost and damage in the event of any action being taken for contravention. If any enhancement in the rates of wages become payable as a result of the implementation of the Chief labour commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules 1971 the same shall be borne by the Contractor. If there is any lapse in this regard the Contractor shall be personally responsible for the lapse and hold EPL blameless in providing necessary assistance.
- 29.3** Entry into port is based on prior permission. The contractor has to obtain entry passes for the entire workforce to be deployed for the work. Contractor shall also submit a list of tools, vehicles, equipments, machinery, etc which will be used for the work and obtain prior permission for their entry as well as exit. The contractor has to take action well in advance for obtaining permission, passes etc., so as to avoid delay to the work.
- 30. Alteration, addition and omission**
EPL reserves to itself the right to amend / alter / omit / modify the drawings / specifications of the works at any stage of the work referred to in the Drawings and Schedule of Quantities.
- 31. Notices to the Contractor**
Any notice to the Contractor shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business or at site.
- 32. Rounding off payment**
All payments made by EPL to the Contractor under this contract shall be rounded off to the nearest rupee.
- 33. Termination**
The Contract is liable for cancellation if either the Contractor himself or any of his employees is found to be a person who has held class I post under EPL immediately before retirement and has within two years of such retirement accepted, without obtaining the previous permission of EPL or employment as Contractor for or in connection with the execution of the public works or as an employee of such Contractor. If the contract is terminated on account of the failure of the Contractor to comply with the above clause, EPL shall be entitled to recover from him such damages as may be determined by the Engineer with due regard to the inconvenience caused to EPL on account of such termination without prejudice to EPL's right to proceed against such officer.

34. Rates to include

It must be clearly understood that the rates quoted in the Schedule of Quantities / Bill of Quantities are inclusive of the cost of materials specified, labour, tools and plants, equipment, tip lorry for transportation of materials, rails etc., and supervision on the labour deployed, loading, unloading and loading of materials to and from the nominated depot / store required to execute the works as per the specifications, drawings and conditions of the contract. The rates shall also include all taxes, VAT, duties, levies, Contractor's over heads and profits etc., as well as cost of all tests of materials and components.

35. Singular / Plural

In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate.

B. ADDITIONAL CONDITIONS:

1. Free supply of materials:

None of the materials required for the work will be supplied free by the EPL and it is the responsibility of the contractor to procure and supply all the materials required for the work at their cost.

2. The bidder who are themselves not professionally qualified shall undertake to employ qualified Technical men at their cost to look after the work . In case, the bidder is professionally qualified, he must employ technical men to meet the norms besides himself. The bidders should state in clear terms whether they are professionally qualified. In case the selected bidder is professionally qualified or has undertaken to employ technically qualified personnel under him, he shall see that one of the Technically qualified men is always present at the site of the work while the work is in progress personally checking all the items of works and paying extra attention to such works as may demand special attention.

3. Entry of Labour in Port premises:

i. The contractor shall obtain necessary Harbour entry passes for the vehicles by paying the charges as fixed from time to time.

ii. Admission into the Harbour is regulated by passes for contractor, his staff and for his workers. The contractor shall obtain necessary passes for his men and himself paying the charges as fixed from time to time.

iii. At the completion of the work the contractor shall return all passes issued. Failure to return any pass will entail a penalty of Rs. 50/- (Rupees fifty only) per set or pass as the case may be plus surcharge as may be levied by the Employer from time to time.

iv. Security arrangements:

The contractor shall comply with all the regulations imposed by the Port Security Authorities in respect of the passage of plant, vehicles, materials and personnel.

C. SPECIAL CONDITIONS OF CONTRACT

1. If in the opinion of the General Manager (Operations) the contractor
2. has abandoned the contract or without reasonable excuse has failed to commence the works or proceed with the works with due diligence or has suspended the progress of the work for 28 days after receiving from the General Manager (Operations) written notice to proceed, or has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the Engineer written notice that the said materials or work has been condemned and rejected by the General Manager (Operations) under these conditions, or is not executing the works in accordance with the contract or persistently or flagrantly neglecting to carry out his obligations under the contract, or has to detriment of good workmanship or in defiance of the General Manager (Operations) instructions to the contrary sublet any part of the contract.

Then the EPL may after giving 14 days' notice in writing to the contractor enter upon the site and works and expel the contractor there from, without thereby voiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the Employer or the Engineer by the contract and may himself complete the works or may employ any other contractor to complete the works and the employer or the other contractor may use for such completion so much of the constructional plant, temporary works and materials which have been deemed to be reserved exclusively for the construction and completion of the works under the provisions of the contract as he or they may think proper and the EPL may at anytime sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under the contract.

3. The contractor shall immediately on receipt of notification of award and before Commencement of work insure all the materials specified, equipment and works with any Nationalized General Insurance Company at his own cost, for full amount of the Contract, against loss or damage by fire, storm, floods, earthquake, civil commotion and other such usual risks. The insurance shall be valid from the commencement of work until date of actual completion of the works and EPL will not entertain any compensation for the above.
4. In case of any loss of property or damage to the property or works, the contractor shall as soon as the claim under the policy is settled or the work reinstated by the insurer should they elect to do so, proceed with all the due diligence with the completion of works under the same conditions of the contract. The contractor after fire or other such risks shall be entitled to such extension of time for completion as the General Manager (Operations) deems fit.
5. It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.

6. The watch and ward and storage of materials will be the contractor's responsibility and EPL shall not be held responsible for any loss or damage to all the materials.
7. The contractor shall coordinate his work with the other contractors executing other works in the site and plan his work as to minimize inconvenience to others in the work site.
8. The contractor should take special precautions to see that the operation of machineries by other contractors near the work site are not blocked or affected in any way at any time due to his materials or labour and also special care is to be taken not to cause damage to any plant / machinery. The contractor shall hold EPL blameless for any accident or damage caused due to carelessness of the contractor or his men required.
9. EPL or its authorized representative at any time is allowed to inspect the works, equipments materials etc., the contractor shall provide all facilities for inspection including tools, and equipment, measuring gauges, vehicles etc., and the contractor shall bear all such costs that may be required.
10. In the absence of any specification covering any material, the same shall be performed / supplied / executed in accordance with standard engineering practice as per the instructions / directions of the EPL, which will be binding on the contractor.
11. Tenders without any conditions will only be accepted. Tenders with conditions will be liable for rejection.
12. Escalation is not applicable for this contract.
