NOTICE INVITING TENDER

NIT No. : SRO/MKT/TH/125                     Date: 10.08.2012

Sub : Tender Enquiry for Supply of Ordinary Portland Cement OPC-43 Grade for Bharat Dynamics Ltd Project at Gajuwaka, Visakhapatnam, AP.

Engineering Projects (India) Ltd. invites sealed tender for Supply of Ordinary Portland Cement OPC-43 Grade for Bharat Dynamics Ltd Project at Gajuwaka, Vishakapatnam, AP. in sealed cover for items as mentioned in Price Bid and Instruction to tenderer (ITT) enclosed and as per details given below:-

Last date of receipt of tender : 16.08.2012

Delivery : Progressively within 30 days from the date of order.

Technical Bid and Price Bid – Price bid along with manufacturer credentials should be kept in the sealed envelop. The cover must be clearly marked with title, number, date of the tender enquiry and last date for receipt of tender. Tenderer shall clearly certify that the items quoted strictly conform to the specifications. Deviations, if any, should be clearly indicated on a separate deviation sheet.

The offer should be valid for a minimum period of 2 (two) months.

The Bidder:
Should be as per the approved list shown in Price Bid.

The complete tender document comprises of the following:

1) NIT - 2 pages
2) Instruction to Tenderer - 2 Pages
3) Price Bid format - 1 Page
4) General Purchase Condition (GPC) - 3 Pages
5) Conciliation & Arbitration - 2 Pages

The tender documents are available on website and the same can be downloaded by intending bidders directly from EPI website www.engineeringprojects.com or www.epi.gov.in

Tender documents can also be collected from the below mentioned address from 11.00 am to 5.00 pm on all working days (Mon-Fri) except Public holidays till one day prior to the last date of receipt of tender.

Interested parties may submit their offer to the following address latest by 16.08.2012 (upto 3:00 PM)
Parties are also requested to attend the opening of the bid at the address and time given below.

ENGINEERING PROJECTS (INDIA) LTD.,
302,Classic Avenue ,Ameerpet,
HYDERABAD-500016

Date & time of opening of Technical cum Price Bid: 16.08.2012 at 4:00 PM.
The tenders of all such parties, who are not found suitable, shall not be considered. The decision of EPI in this regard shall be final & binding on the party.

EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reasons whatsoever. The information of extension/cancellation, if any, shall be given on the EPI’s website www.engineeringprojects.com. The intending Tenderers are requested to visit the EPI’s website regularly for this purpose. The conciliation & arbitration clause enclosed separately shall supersede the same clause of GPC.
INSTRUCTIONS TO TENDERERS (Suppliers)

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, Hyderabad.

2. The tenderer is requested to sign each page of tender document and return the complete tender documents.

3. Tenders shall be submitted in sealed envelope marked with „Title_„ „Number_“ and „Last Date of receipt of Tender_“ for the items as given in the „Notice inviting Tender_“ at the following address with in the last date of receipt of tender given in the Notice inviting Tender : „.

4. The tenderer is required to submit their offer in sealed and super scribed envelopes indicating the following:-

5. The General Manager
   Engineering Projects (India) Ltd.,
   302, Classic Avenue, Ameerpet,
   HYDERABAD-500016

Envelope (Techno-Commercial cum Price Bid)

The tenderers are requested to furnish the documents as required in clause no. 21 in respect of the credentials and other details in this envelop.

The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelop.

6. The bidders should quote in words as well as in figures the item rates quoted by them, in absence of which the Bids may not be considered and are likely to be rejected.

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

7. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.

8. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.

9. Tenders must be duly signed with date and sealed.

10. The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.

11. Tenders with following discrepancies are liable for rejections:
    a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.
    b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
c) Tender received after specified date/time whether due to postal or other delays.

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

e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

12. EPI reserves the right to split the order.

13. The tender shall remain open for acceptance for a period of 60 days from the due date for receiving the tender by EPI.

14. These instructions to tenderers shall form part of the tender documents.

15. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

16. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.

17. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.

18. The order shall be governed by the Indian Laws for the time being in force.

19. Jurisdiction: All disputes shall be subject to Hyderabad Courts alone.

20. Conciliation and Arbitration shall be as per Annexure – I which will **supercede the relevant clause of GPC**.

21. Tenderer shall submit the following documents in respect of their credentials and price bid in the sealed envelope
   a) List of major clients
   b) List of orders executed / under execution
   c) Price Bid

Seal and Signature of the tenderer
**GENERAL PURCHASE CONDITIONS:**

1. **Definition**

1.1 The Buyer means Engineering Projects (India) Limited, a Company incorporated in India and having its registered office and Corporate Office at Core 3, Scope Complex, Lodhi Road, New Delhi – 110 003.

1.2 Supplier means the tenderer whose tender has been accepted and shall include his/its/their heirs, executors, administrators or successors and permitted agents as the case may be.

1.3 ‘Purchase Order’ means the letter of memorandum, communicating to the supplier, the acceptance of his tender and includes an advance acceptance of his tender.

1.4 ‘Consignee’ means where the stores are required by the purchase order to be dispatched by rail, road, air or steamer, the person specified in the purchase order to whom they are to be delivered at the destination, where the stores are required by the purchase order to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person and in any other case the person to whom the stores are required by the purchase order to be delivered in the manner specified therein.

1.5 ‘Inspectors’: Inspectors deputed by BUYER.

2. **Terms & Expressions**

Terms & expressions not herein defined shall have the same meanings as assigned to them in the Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

3. **Prices**

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and or any other reasons whosoever which may occur while the order is being carried out.

4. **Payment Terms**

Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a Cheque or demand draft in accordance with the following procedure.

4.1 100% of the price of the material shall be paid in advance or against delivery.

The invoice should be supported by manufacturer test certificate
5. Insurance if applicable to be arranged by supplier

6. Inspection, Checking, Testing

The material shall be tested in lots as prescribed by clients manual and it must conform to specifications as prescribed by IS 8112. In any case, the stores must be strictly in accordance with the purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. Maker’s Test Certificate

Manufacturer’s test certificate shall be supplied by the supplier along with the invoice / challan. Failure to comply may cause delay in payment.

8. Packing, Marking and Painting

Steel shall be supplied in bundles of full length steel rod.

9. Dispatch Instruction

The material shall be supplied at the following address:

Engineering Projects (I) Ltd.,
BDL Project Site,
Auto Nagar, G-Block,
Vishakapatnam (A.P)

10. Respect of Delivery Date

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorization in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

11. Penalty for late deliveries

The time and date of delivery of stores, materials, equipments as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.

12. Risk Purchase of Default

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract upto the standard / specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at
the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 11 above for resultant delay.

13. Delay due to force majeure

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such as practicable after such event has come to an end or ceased to exist and the decision of the Chairman and Managing Director, EPI, New Delhi as to whether the deliveries so resumed shall be final and binding on both the parties. In case Force Majeure condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

BUYER shall be liberty to take over from the supplier at a price to be fixed by the Chairman and Managing Director, EPI, New Delhi which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

14. Rejection, Removal of Rejected Goods and Replacement

In case the testing and inspection at any stage by inspectors reveal that the material do not comply with the specifications and requirements, the same shall be removed by the supplier at his / its own expenses and risk within the time allowed by the BUYER. The BUYER shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid.

All expenses incurred by the BUYER for such disposal shall be to the account of the supplier. The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of material or part of material without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

15. Arbitration

It shall be as per enclosed annexure-I Page 1 and 2
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. When such conciliation has failed, the parties shall adopt the following procedure for arbitration: -

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing 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 or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

2. If the arbitrator so appointed resigns his appointment, 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.

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

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

5. The work under the contract shall continue, if required, during the arbitration proceedings.

6. The arbitrator shall make speaking Award and give reasons for his decisions in respect of each dispute/claim along with the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

7. The award of the arbitrator shall be final, conclusive and binding on both the parties.
8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 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 or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.

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 D.O. No. DPE/4(10)/2001-PMA-GL1 dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.