Terms and Conditions

1. Rate should be inclusive of all taxes and duties as applicable on FOR site delivery basis including loading charges and transit insurance for Construction of Non-Residential Building of base Hospital at Chandak, Pithoragarh, Uttarakhand. However, bidder should indicate bifurcation of the cost elements viz. Basic Price, taxes & duties, freight, loading, transportation and transit insurance. No entry permit for Uttarakhand shall be given by EPI.

2. **Quantity Variation**: ± 30%

3. **Make**: ACC, Ultratech, JK Cement, CCI, India Cement, JP Cement

4. **Material Test certificate**: Required for each lot

5. **Delivery**: As per following Schedule

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Tentative Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/11/12 – 10/11/12</td>
<td>100 MT</td>
</tr>
<tr>
<td>11/11/12 – 20/11/12</td>
<td>100 MT</td>
</tr>
<tr>
<td>21/11/12 – 30/11/12</td>
<td>150 MT</td>
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<tr>
<td>01/12/12 – 10/12/12</td>
<td>150 MT</td>
</tr>
<tr>
<td>11/12/12 – 20/12/12</td>
<td>150 MT</td>
</tr>
<tr>
<td>21/12/12 – 31/12/12</td>
<td>150 MT</td>
</tr>
</tbody>
</table>

6. **Payment Terms**:

Payment shall be released immediately after receipt of material at site in good condition. The invoice should be supported by Manufacturer’s Test certificate.

7. **Inspection & Test Reports**: The inspection of material supplied shall be conforming the test in accordance with relevant IS code as specified and submit all test certificate lot wise being supplied.

8. Bidder/supplier must ensure delivery of cement in damage free condition.

9. **Penalty for late deliveries**: If the supplier fails to deliver the material as per schedule, then a penalty equivalent to 0.5% of the value of entire contract for every week of delay or part thereof limited to an aggregate of 5% shall be levied.

Technical Specification

1. 43 Grade Ordinary Portland Cement conforming to IS 8112.

2. Suppliers shall supply the cement in gunny bags of 50 Kg capacity bearing the manufacturer’s name, IS Code reference, date of manufacture, weight, date of packing clearly marked. Date of manufacturing should be latest but not older than 8 (eight) weeks shall be accepted.

3. On receipt of delivery of cement at site, the same will be tested at Site lot wise as per relevant IS Standard. In case, it fails the manufacturer / authorized dealer shall immediately replace the same with the new lot.
Annexure-II

INSTRUCTIONS TO TENDERERS (Suppliers)

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

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, NIT Number and Last Date of receipt of Tender for the items as given in the Notice inviting Tender at the following address by Registered Post or through messenger within the last date of receipt of tender given in the Notice inviting Tender.

The General Manager, MMD
ENGINEERING PROJECTS (INDIA) LTD
(A Govt. of India Enterprise)
Northern Regional Office, New Delhi
2nd Floor, Core-3, Scope Complex
Lodhi Road, New Delhi-110003
Phone No. 011-24361666
Fax No. 011-24368293

4. The tenderer is required to submit their offer in sealed cover and superscribed envelope indicating the following:-

Envelope (Techno-Commercial cum Price Bid)

The form of Price Bid (Annexure-V) 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 envelope.

5. 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.

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

7. 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.

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

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

10. 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.

11. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate ‘Deviation Sheet’, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.

12. EPI reserves the right to split the order.

13. The tender shall remain open for acceptance for a period of 2 (two) months 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. (Deleted as per clause no. 2 to Addendum to Instruction to tenderer)

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

19. Jurisdiction: All disputes shall be subject to New Delhi Courts alone.
ADDENDUM TO “INSTRUCTIONS TO TENDERERS (SUPPLIERS)”

NIT No. : NRO/MMD/688/242

Date: 12.10.2012

1. CLAUSE NO. 17 of Instructions to Tenderers (Suppliers) stands deleted.

   All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.
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, Lodi Road, New Delhi-110003.

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 90% of the price of the equipment/material shall be paid on proof of dispatch to the consignee through bank or delivery to an interim consignee, if any, and on production of Inspection Note issued by the Inspector, Maker's Test Certificate, the number- and date of the Railway receipt, postal receipt, bill of lading or consignment note under which the goods charged for in the bill are dispatched by rail, post, sea or air respectively and the
number and date of the letter with which such railway receipt, post receipt, bill of lading
shall also be attached to the bill and in the case of stores dispatched by post, the postal
receipt shall be attached in original to the bill. The bank charges shall be borne by the
supplier.

4.2 Balance 10% of price of equipment/material shall be released within 30 days after expiry
of the warranty period as per Clause No. 17

(Refer remarks at Clause no. 6 of Terms & Conditions at Annexure-I).

5. Insurance to be arranged by BUYER. (Amended as per Clause No. 1 of Terms and
Conditions at Annexure-I)

6. Inspection, Checking, Testing

The stores covered by the Purchase Order shall be subject to preliminary inspection and
testing at any time prior to shipment and/or dispatch and final inspection within a
reasonable time after arrival at the place of delivery. The Inspector shall have the right to
carry out the inspection and testing which include raw materials at manufacturer's work and
at the time of actual dispatch before and after completion of packing.

The supplier shall inform the BUYER at least 21 days in advance of the exact place, date
and time of rendering the stores for required inspection, provide free access to Inspectors
during normal working hours at supplier's or his/its sub-supplier's works and places at their
disposal, internal test reports, material/component test certificates, approved drawings and
all useful means of performing, checking, marking, testing, inspection and final stamping at
his own expenses. Stores offered without internal testing shall be treated as a lapse on the
part of supplier.

If, after receiving inspection call from the supplier/manufacturer the inspector on reaching
the works finds that the equipment/materials offered for inspection is not fully ready or fails
to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake
inspection call shall be treated as a serious lapse on the part of the supplier.

In the event of rejection of stores due to defective workmanship/material/design or fake
inspection call, the stores would be offered for re-inspection at the earliest. The BUYER
shall have the right to deduct the cost of re-inspection from the supplier's invoices. Even if
inspections and tests are fully carried out, supplier shall not be absolved to any degree
from their responsibilities to ensure that stores supplied, comply strictly with requirements,
of the purchase order at the time of delivery, inspection on arrival at site, after its erection
or start-up and guarantee period.

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.

(Refer Clause No. 7 of Terms and Conditions and Clause No. 3 of Technical
Specification at Annexure-I)

7. Manufacturer's Test Certificate:

Manufacturer's Test Certificate shall be supplied by the supplier at the time of inspection.
Failure to comply may cause delay in the issue of certificate of inspection and consequent
delay in delivery and payment.
8. Packing, Marking and Painting:

A. The stores shall be dispatched by the supplier adequately packed in appropriate packing which should be suitable for sea and inland carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and all equipment should be properly lubricated. (as Applicable)

B. Each package shall contain packing list in English. Each packing shall bear the following marking in English, in indelible paint:

(i) Address of the Ultimate Consignee
(ii) Address of the Interim Consignee, if any
(iii) Name of Railway Station for ultimate and interim consignee,
(iv) Supplier's name
(v) Name of Equipment
(vi) Railway Station from where dispatched
(vii) Purchase Order No. & Date
(viii) Package Number
(ix) Gross Weight in Kg
(x) Net Weight in Kg.
(xi) Outer Dimension in Cms
(xii) TOP' Do NOT TURN OVER' 'HANDLE WITH CARE' etc.

The package shall indicate the centre of gravity with a red vertical line, wherever required, together with marking for slings.

The package which cannot be so marked shall have metal tags with the above marking on them. As far as possible, size of packings shall remain within the permissible limit allowed by the Indian Railways. If this is not possible, timely information will be given and necessary over dimension sanction obtained.

(As applicable)

9. Security Deposit:

The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalised Bank (if from any other bank the bank guarantee should be duly countersigned by State Bank/Reserve Bank). The bank guarantee should remain valid till completion of supplies.

(NOT APPLICABLE)

10. Dispatch Instructions:

Dispatches of stores will be arranged by Public Tariff rates. In case of FOR Station of Dispatch stores shall be booked at full wagon rates whenever available and by the most economical route or by most economical tariff available. Failure to do so will render the supplier liable for any avoidable expenditure caused to the BUYER.
(As per terms & conditions of Tender Document)

11. Assembly, after sales service and training:

If required by the BUYER the supplier shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use. The supplier shall provide necessary "After Sales Service" and also impart training to the Consignee's staff in the operation and maintenance of the equipment free of cost to the satisfaction of the consignee. Furthermore, all tools and plants particularly heavy cranes, which are generally used as well as semiskilled and unskilled labour for the assembly of such machinery will be provided by the BUYER free of cost to the supplier with consumable stores, like fuel, oil, lubricants, battery acids, cotton waste, grease etc., free of cost for the purpose of starting the machines, testing and putting them into good working order.

(Not Applicable)

12. 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.

13. Penalty for late deliveries:

The time and date of delivery of stores, materials, equipment 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%.

(Refer clause no. 9 of terms and conditions at Annexure-I)

14. Risk Purchase on 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 13 above for resultant delay.

15. 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 non-performance and delay in performance and deliveries under the contract shall be resumed as soon 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 at 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.

16. Rejection, Removal of Rejected Goods and Replacement

In case the testing and inspection at any stage by inspectors reveal that the equipment, Material and workmanship 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 that equipment or part of equipment 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.

(Refer clause no. 3 of technical specification at Annexure-I)

17. Warranty

The supplier shall warrant that every material/plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality. The items should be consistent with the established, recognized or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue not withstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier.

(As applicable)

18. Performance Guarantee

The supplier shall guarantee that any/all material used in execution of the Purchase Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects. The supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12 months after the same has been put in service or 18 months from the date of dispatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.
(As per Tender Documents)

19. Indemnity

The supplier shall at all times indemnify the BUYER against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the BUYER, the BUYER shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise there from. The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfillment of the contract.

20. Spare Parts

The supplier shall furnish itemized and priced list of spare parts required for two years normal operation of the equipment along with the quotation
(Not applicable)

21. Drawings

The supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.
(Not applicable)

22. Literature of Equipment

Following literature and documents for the equipment shall be supplied in five copies each Free of cost along with the equipment,
(a) Operator's instructions (b) Service Manual (c) Illustrated and detailed parts catalogues 
(d) Specifications (e) A list of service tools required for routine servicing of the equipment.
(Not applicable)

23. Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right matter or thing whatsoever if any, arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or any contradictions or otherwise concerning the purchase order 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/General Manager (accepting authority) of Engineering Projects (India) Ltd. and if the Chairman and Managing Director/General Manager is unable or unwilling to act to the sole arbitration some other person shall be appointed by the Chairman and Managing Director/General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (India) Ltd., and that he had to deal with matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or
vacating his office or being unable to act for any reason, such Chairman and Managing Director/General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director/General Manager as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Cases where the amount of award in claim is Rs. 50,000/- (Rupees Fifty Thousand Only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the Arbitration and Reconciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause. It is a term of the contract that the party invoking arbitration shall specify the disputes or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator may from time to time, with consent of the parties, enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each disputes or difference referred to him. The avenue of arbitration shall be such place as maybe fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to the contract.

24. Court Jurisdiction

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in New Delhi only.
PRICE BID

NIT No.: NRO/MMD/688/242 date: 12.10.2012

PRICE BID FOR SUPPLY OF 43 GRADE ORDINARY PORTLAND CEMENT

<table>
<thead>
<tr>
<th>S No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Source</th>
<th>Rate/MT in Rs</th>
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</thead>
<tbody>
<tr>
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<td>In Figure</td>
</tr>
<tr>
<td>1.</td>
<td>Supply of 43 Grade OPC as per IS 8112</td>
<td>800 MT</td>
<td>Manufacturers / authorized dealers of ACC, Ultratech, JK Cement, CCI, India Cement and JP Cement</td>
<td></td>
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</tbody>
</table>

Terms and Conditions

1. Rate should be inclusive of all taxes and duties as applicable on FOR site delivery basis including loading charges and transit insurance for Construction of Non-Residential Building of base Hospital at Chandak, Pithoragarh, Uttarakhand and shall remain firm till completion of supplies. No entry permit for Uttarakhand shall be given by EPI.

   However, bidder should indicate bifurcation of the cost elements viz. Basic Price, taxes & duties, freight, loading, transportation and transit insurance.

2. Quantity Variation: ± 30%

3. Material Test Certificate: Required for each lot