NOTICE INVITING TENDER


2. Engineering Projects (India) Ltd., invites the sealed percentage rate tenders as per the brief particulars of scope of work in this tender shall include (but not limited to) Supply, Installation, Testing and Commissioning of Electrical panel as specified in Bill of Quantities (BOQ) and Technical specifications’ from the eligible and interested bidders who are well experienced in the similar type of works and the details are given below:

<table>
<thead>
<tr>
<th>Package</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panel-01</td>
<td>Supply, Installation, Testing and Commissioning of Electrical panel for Construction of Civil, Electrical and other utility services for Pkg. II &amp; III at Hindustan Aeronautics Ltd., Nasik.</td>
<td>Rs.1,92,42,000/- (Rupees One Cores Ninety Two Lakhs Forty Two Thousand Only)</td>
<td>3 months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
<td>Rs.2,84,800/- (Rupees Two Lakhs Eighty Four Thousand Eight Hundred Only)</td>
</tr>
</tbody>
</table>

3. Time schedule of Tender activities:

(i) Date & Time for downloading tender documents: From 04.02.2013 to 11.02.2013 upto 05:00 PM

(ii) Last Date & Time of submission of Tenders: On or before 12.02.2013 – by 02.00 PM

(iii) Date & Time of opening tender (Techno-Commercial Bid): 12.02.2013 at 03:00 PM
4. Contractors who fulfill the following basic qualifying requirements are eligible to participate in the tender. **Joint Venture parties are not allowed to participate in this tender.**

a) Contractor should have executed **similar works** during the last 5 years ending 31.03.2012 as given below.

One (01) similar completed work valuing at least 80% of the estimated cost put to tender.

OR

Two (02) similar completed works valuing at least 50% of the estimated cost put to tender

OR

Three (03) similar completed works valuing at least 40% of the estimated cost put to tender

**Similar works means Supply of Electrical Panel.**

b) Should have average annual **financial turnover** on works amounting **at least 50% of the estimated cost** during the immediate last three (3) consecutive financial years ending on 31.03.2012. This should be duly certified by a Chartered Accountant. Provisional Balance sheet duly certified by a Chartered Accountant may be submitted for 2011-12.

c) Should have a valid PAN (Permanent Account Number of Income Tax)

d) It is desirable to have valid PF Registration No. & VAT Registration No.. In case, the parties do not have PF Registration No. & VAT Registration No. then they will have to give undertaking that they will obtain PF Registration No. & VAT Registration No. within one month of award of work or before release of payment against 1st RA Bill.

e) Should have valid VAT & Service tax Registration number.

f) Financial data of the work done for latest last five (5) years has to be submitted by the tenderer. The financial data shall be certified by the Chartered Accountant with his stamp and signature. Last five (5) years means **2011-2012, 2010-2011, 2009-2010, 2008-2009 and 2007-2008.**

g) Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if the applicant’s has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.
5. The experience certificates issued by Government Organizations / Semi Government Organizations / State Government / Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE and private party shall be accepted for assessing the eligibility of the tenderer. Certificates issued by Public Limited Company & private party must be supported by TDS certificates / Turnover Certificate from Chartered Accountant in support of value of work done by the tenderer.

6. Copies of the documents such as Letter of Authority / Intent, Work Order, Agreement, etc. to be submitted in support of “Works under Execution” should be issued by the above Authorities only.

7. Completion certificates from the client shall be in the name of the company who is submitting the tender. The contractor has to produce original documents for the verification as and when demanded. The tender of any tenderer shall be rejected if in the detailed scrutiny; documents submitted along with the tender are found to unsatisfactory / forged. The decision of EPI in this regard shall be final and the binding the tenderer.

8. The contractor has to produce original documents for the verification at the time of purchase of Tender Documents. Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered to be qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory / forged.

9. EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process without assigning any reason whatsoever.

10. Tender documents comprising of the following are available on the website of: www.epi.gov.in / www.eprocure.gov.in. / Engineering Projects (India) Limited.

   a) Downloadable documents available in website

   (i) Notice Inviting Tender

   (ii) Instruction to Tenderers & General Purchase Conditions, Memorandum

   (iii) Additional Conditions of Contract

   (iv) Client Condition For Retention Money

   (v) Client documents-Technical specification for package –II (Volume-1) and Technical Specification for Package-III (Volume-2) and Single Line Diagram (2 Volumes) for Package-II(Volume- 3) and Package-III( Volume-4)

   (vi) Price Bid(Volume-5)

   (vii) Format for bank guarantee towards ‘Earnest Money Deposit’ and ‘Security Deposit cum Performance Guarantee’
b) Documents available in office

**Hard copy of Technical Specification and Single Line Diagram (SLD)** of both the packages at the cost of Rs.5000/- can be purchased from Engineering Projects (India) Limited at the address given in NIT (Clause No.- 17) from **9.00AM to 5.00PM** by submitting the request letter and authority to receive the tender documents on all working days up to one day prior to last date/extended date of submission of the tender.

11. All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs. 2,84,800/-. This can be either in the form of Cross Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of EMD payable favouring “Engineering Projects (India) Ltd., payable at Chennai. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

12. The Terms & Conditions contained in this NIT and tender documents shall be applicable

13. EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

14. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the [www.epi.gov.in](http://www.epi.gov.in) / [www.eprocure.gov.in](http://www.eprocure.gov.in). The bidders are required to check EPI's website regularly for this purpose, to take into account before submission of tender. **All Corrigendum and addendum are to be submitted duly signed & stamped.**

15. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 (Lowest) bidders shall be accepted subject to the confirmation of authentically of the PQ documents.

16. The tenderer is required to submit all the documents duly signed and stamped on each page as token of acceptance.

17. The Tender documents shall be submitted to

   The Addl. General Manager  
   Engineering Projects (India) Ltd.  
   3-D, East Coast Chambers  
   92, G.N. Chetty Road  
   T.Nagar, Chennai 600 017

   Ph. No. 044-28156421, 044-28156886, 044-28157106  
   Fax No. 044-28156629
INSTRUCTIONS TO TENDERERS (Suppliers)

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

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.

4. The tenderer is required to submit their offer in 2 sealed and super scribed envelopes indicating the following:-

   The Addl. General Manager  
   Engineering Projects (India) Ltd.,  
   3D-E.C.Chambers,  
   92-G.N.Chetty Road,  
   Chennai – 600 017.

   1st Envelope (Techno-Commercial Bid)

   The tenderers are requested to furnish their documents as required in clause no.25 of Instructions to Tenderers (Suppliers) in respect of the credentials of the tender in this envelope.

   In this envelope the tender should also keep the complete tender documents duly signed and stamped on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”

   2nd Envelope (Price Bid)

   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 envelope with Superscription “Price Bid”. No terms and conditions or deviations if any or any other thing should be kept in this envelope.

   The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and technically acceptable shall only be opened. The tender of such parties who are not found suitable shall not be considered and their earnest money deposit will be returned.

   3rd Envelope (comprising 1st envelope and 2nd envelope)

   The sealed envelopes (1st envelope and 2nd envelope) should be enclosed again in a sealed cover(3rd envelope) super scribe as mentioned in Para- 3.

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. Tenderers shall be accompanied by Earnest Money deposit for the amount indicated in the covering letter indicating tender in the form of crossed demand draft drawn in favour of Engineering Projects (India) Ltd., Chennai or a Bank Guarantee from a Nationalized Bank/ Scheduled Bank in the prescribed enclosed performa valid for 120 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected. This must be submitted in 1st envelope supercribed as “Techno-Commercial Bid”. The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

8. The EPI’s format for bank guarantee towards ‘Earnest Money Deposit’ and ‘Security Deposit cum Performance Guarantee’ is enclosed herewith.

9. 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.

10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.

11. Earnest Money of successful candidate shall be converted into a part of the security deposit / returned on receipt of security deposit and unconditional acceptance of the tender.

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

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

14. 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.
15. 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’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.

16. EPI reserves the right to split the order.

17. The tender shall remain open for acceptance for a period of 3 (Three) months from the due date for receiving the tender by EPI.

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

19. Successful tenderer must furnish Security Deposit cum performance guarantee as specified in tender document within the time specified in the letter communicating acceptance of his offer failing which the Earnest money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.

20. 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.

21. 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.

22. 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.

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

24. Jurisdiction: All disputes shall be subject to CHENNAI Courts alone.

25. Tenderer shall submit the following documents in respect of their credentials along with their tender in Techno-Commercial cum Price Bid envelope
   a) List of major clients
   a) List of works executed during the last 5 years indicating name of the client, value, date of start and completion. (Annexure – C) along with notarized copies of experience certificate.
   b) List of works under execution indicating name of the client, value, date of start and completion. (Annexure – D) along with notarized copies of Letter of Authority / Award, Intent, Work Order, Agreement etc.
   c) Details of similar works executed during last 5 years (Annexure – E) along with notarized copies of certificate
   d) Notarised copies of Audited balance sheet and profit and loss account for the last 3 years.
e) Notarised copies of turnover certificate for last 3 (three) financial years issued by the Chartered Accountant.

f) Copy of latest income-tax returns filed.

g) Credentials and completion certificates.

h) Registration Certificate/Memorandum of Association/Partnership Deed.

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

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

k) Latest Solvency certificate from Nationalized / Scheduled Bank

l) Latest VAT Registration and Clearance Certificate.

m) Contact details (Annexure – H)

n) Any other document as stipulated above and in ‘Tender Documents’
ENGINEERING PROJECTS (INDIA) LTD  
(A Govt. of India Enterprise)

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 whatsoever 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.

5. Insurance to be arranged by BUYER.

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.

7. Maker's Test Certificate:

Maker'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.

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 center 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 packing 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.

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.

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.

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.
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%.

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.

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.

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.

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 therefrom. 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
21. Drawings

The supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.

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.

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 act 1940 or any statutory modification or reenactment thereof and the rules made thereunder 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 Delhi/New Delhi only.
1. The following Additional Conditions of Contract shall be read in conjunction with General Purchase Conditions (GPC). If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Additional Conditions of Contract shall take precedence.

2. **Payment Terms:** The Clause No.4 of GPC shall be replaced as under:

   Payment for the material will be made on submission of bills through RTGS in accordance with the following procedure after detecting Retention Money and others if any (specified in the contract).

   a) 50% of the rate of the item shall be paid within seven (7) days receipt of material at site in good condition. **The invoice should be supported by manufacturer test certificate**

   b) 35% of the rate of the item shall be paid after erection of the material and certification by EPI / Client.

   c) 15% of the rate of the item shall be paid only after successful Testing and Commissioning of the material.

3. The rates quoted by the bidder shall be inclusive of all taxes, freight, packing & forwarding, excise duties and other charges as applicable on FOR site delivery basis. Unloading will be arranged by EPI at site.

   However, bidder must indicate the bifurcation of the various cost elements of their quoted Price in a separate statement along with the Price Bid i.e. **Basic price + taxes & duties + Freight + loading & transportation cost up to site.**

4. **Inspection, Checking, Testing:** Para 2 of Clause No.6 of GPC shall be replaced as under:

   The supplier shall inform the BUYER at least 15 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.

5. Bidder / supplier must ensure delivery of Material in damage free and rust free condition failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract.
6. **Security Deposit cum Performance Guarantee:** The Clause No.9 of GPC stands amended and read as below.

The successful tenderer shall be required to furnish security deposit cum Performance Guarantee equal to **5% (Five only)** of the value of the contract within 7 days from the date of issue of Purchase Order for due and proper fulfillment of the contract. The security deposit cum security deposit is to be deposited in the form of **crossed demand draft / unconditional irrevocable bank guarantee from a Nationalised / Scheduled 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.

7. **Material shall be delivered at (inside HAL factory)**

The General Manager,
Engineering Projects India Ltd.,
HAL Nashik,
Maharashtra.

8. **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: -

8.1 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.

8.2 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.
8.3 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.

8.4 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.

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

8.6 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.

8.7 The award of the arbitrator shall be final, conclusive and binding on both the parties.

8.8 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.

9. Court Jurisdiction: The Clause No.24 of GPC shall be replaced as under:

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 Chennai only.

10. Quantity Variation: The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 20% to the quantities mentioned in the Price Bid.
CLIENT CONDITION FOR RETENTION MONEY

Retention money is 5% of contract sum, which shall be deducted @ 10% from Running Account bills till the amount to the extent of 5% of the Contract Sum is reached. However the contractor may submit an unconditional irrevocable Bank Guarantee as per the format included in the tender document from any Nationalized / Scheduled Bank/s for the entire amount of Retention money i.e. 5% of contract sum till completion of work having validity for the entire contract period + 90 days and on submission of such a bank guarantee no recovery will be made from the RA bills. The contractor shall extend the validity of the Bank guarantee for the corresponding period, the contract is extended or the execution of the work is delayed due to whatsoever reasons and the contractor shall keep the bank guarantee current and valid till submission of final bill.

On completion of work this retention money will be retained as Defect liability Deposit which will be equal to 5% of the final contract sum. The contractor may submit an unconditional irrevocable Bank Guarantee as per the format included in the tender document from any Nationalized / Scheduled Bank/s for the entire amount of Retention money i.e. 5% of final contract sum having validity till expiry of defect liability period + 90 days. This amount retained against retention money will not carry any interest till it is held by HAL.

All charges towards making bank guarantee and its extension or revalidation etc. shall be borne by the contractor.

The Retention Money will be retained as defect liability deposit, which will be refunded on receipt of claim from the contractor after completion of the defect liability period and on rectification of all the defects (if any) pointed out during the defect liability period satisfactory and on certification by the consultant and Engineer In Charge.

The Retention Money shall be forfeited if the work is not completed in all respects by the contractor or the contractor withdraws or abandons the work during the course of execution.
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)


NIT No. : .............................. dt. ......................

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Clause No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Engineering Projects (India) Ltd.</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item rate Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs.2,84,800/- (Rupees Two Lakhs Eighty Four Thousand Eight Hundred Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs.1,92,42,000/- (Rupees One Cores Ninety Two Lakhs Forty Two Thousand Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>3 months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
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<td>vii)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>No Mobilization Advance will be paid</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
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<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>-</td>
<td>As mentioned in the BOQ</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>-</td>
<td>90 (Ninety) days</td>
</tr>
<tr>
<td></td>
<td>Security Deposit cum Performance Guarantee</td>
<td>6 of ACC</td>
<td>5% (Five Percent only) of the contract value of the accepted tender in the form of Crossed Demand Draft or Pay Order or Bank Guarantee from any Nationalized Bank / Scheduled Bank within 7 days from the date of issue of purchase order.</td>
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<td>xii)</td>
<td>Retention Money</td>
<td>-</td>
<td>5% As per client condition</td>
</tr>
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<td>xiii)</td>
<td>Time allowed for starting the work</td>
<td>-</td>
<td>The date of start of contract shall be reckoned from the date of issue purchase order.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Defect Liability Period</td>
<td>-</td>
<td><strong>18 (Eighteen) months</strong> from the date of taking over of works or as per client’s NIT whichever is later.</td>
</tr>
<tr>
<td>xv)</td>
<td>Arbitration</td>
<td>8 of ACC</td>
<td>Arbitration shall be as per provisions of clause no. 8 of ACC. The venue of Arbitration shall be EPI, Chennai.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Jurisdiction</td>
<td>9 of ACC</td>
<td>Courts in Chennai</td>
</tr>
</tbody>
</table>

**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):** ____________________________________________

**OCCUPATION** ______________________________________________________

**ADDRESS** ________________________________________________________

__________________________________________

**SEAL OF TENDERER**
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Government of India Enterprise)

ANNEXURE -C

Work: (Name of the Work as mentioned in NIT)

NIT No:………………………. dtd………………

**LIST OF WORKS EXECUTED DURING THE LAST 5 YEARS**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of the work</th>
<th>Name of Employer / Client</th>
<th>Value of Contract (Rs in Crores)</th>
<th>Date of Start</th>
<th>Stipulated Date of Completion</th>
<th>Actual Date of Completion</th>
<th>Reasons for delay in completion, if any</th>
<th>Whether LD / Penalty has been imposed by Employer / Client</th>
</tr>
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<tbody>
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Note: LD - Liquidated Damage
Work: (Name of the Work as mentioned in NIT)

NIT No.: ……………………………dtd……………………

**LIST OF WORKS UNDER EXECUTION**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Contract No. &amp; Date</th>
<th>Name and Address of Employer / client</th>
<th>Value of contract (Rs. In Crores)</th>
<th>Value of work completed (Rs. in Crores)</th>
<th>Stipulated period of completion</th>
<th>Anticipated date of completion</th>
<th>Remarks</th>
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Work: (Name of the work as mentioned in NIT)
NIT No: …………………………dt…………..………………..

**SIMILAR WORKS EXECUTED DURING LAST 5 YEARS**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of the work</th>
<th>Name of Employer / Client</th>
<th>Value of Contract (Rs. in Crores)</th>
<th>Date of Start</th>
<th>Stipulated Date of Completion</th>
<th>Actual Date of Completion</th>
<th>Reasons for delay in completion, if any</th>
<th>Whether LD / Penalty has been imposed by Employer / Client</th>
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</table>

Note: LD - Liquidated Damage
ANNEXURE -H

CONTACT DETAILS

1. Name of the tenderer:  

2. Name of the contact person:  

3. Details of the person who signed this tender documents  
   Name:  
   Designation:  

4. Postal address for communication:  

5. E-mail address:  

6. Office phone numbers:  

7. Fax numbers:  

Signature of Bidder with seal  
Page-26  
EPI