NOTICE INVITING TENDER

NIT No. : SRO/MKT/TH/227                                          Date: 23.09.2013

Engineering Projects (India) Ltd. invites sealed tender for Supply of Battery and Battery charger including rendering technical assistance during installation, testing and commissioning for the project “Civil, Electrical and other Utility services for Construction of Hangers, utility buildings and allied facilities for Package-Civil III (Overhaul complex at HAL Aircraft Division, Nasik) and Package-Civil II (Rotable complex at HAL Aircraft Division, Nasik” and in sealed cover for items as mentioned in Price Bid and Instruction to tenderer (ITT) enclosed and as per details technical specification.

The quality of items should conform to the relevant Bureau of Indian Standards Specification as mentioned in the “Bill of Quantities/Price Schedule” and has to be any of the approved makes as specified therein.

The offer should be valid for a minimum period of 90 (ninety) days from the last date of submission of the tender. In case the last date of submission of the tender is extended the same shall be considered.

Delivery period: Within 60 (sixty) days from the date of placement of LOI/purchase order, or as per site requirement.

The interested tenderers can download all the documents from EPI website www.engineeringprojects.com or www.epi.gov.in with all corrigendum / Addendum uploaded till the last date of issue of tender.

All the downloaded documents shall form part of the “Tender Documents”.

The complete tender document comprising of the following is to be duly signed & stamped on each page and enclosed along with the price bid.

1. NIT                                      - 2 Pages
2. Instruction to Tenderer (Suppliers)     - 3 Pages
3. Addendum to ‘Instruction to Tenderer (Suppliers)’ - 1 Page
4. General Purchase Condition (GPC)         - 7 Pages
5. Check List for Evaluation & Selection of Suppliers / Vendors - 2 Pages
6. Special Conditions of Purchase (SCP)     - 3 Pages
7. Specification for Battery and Battery Charger - 6 Pages
8. Bill of Quantities/Price Schedule        - 1 Pages
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.

Submission of tender as well as opening of bid will be at Chennai at the address mentioned below:

The General Manager,
ENGINEERING PROJECTS (INDIA) LTD.,
3D- East Coast Chambers
92- G N Chetty Road
CHENNAI – 600017
(Tamilnadu)

Last date of submission of tender: 30.09.2013 upto 3.00 PM

Date & Time of Opening of Tender: 30.09.2013 at 5.00 PM
(Techno Commercial cum Price Bid Only)

Techno- Commercial cum Price Bid – Price bid along with manufacturer credentials should be kept in the sealed envelope.

The cover must be clearly marked with title, NIT 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.

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 or www.epi.gov.in. The intending Tenders are requested to visit the EPI’s website regularly for this purpose.
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.

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

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

   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 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. Tenders shall be accompanied by Earnest Money Deposit for the amount as in the ‘Covering letter inviting Tender’ in the form of crossed Demand Draft drawn in favour of Engineering Projects (India) Limited payable at Chennai or Bank Guarantee from a Nationalized Bank/Scheduled Bank in the prescribed enclosed proforma valid for 120 days from the date of submission of tender. Tender not accompanied with Earnest Money are liable to be rejected.
This must be submitted in 1st envelope supercribed as “Techno-Commercial”. The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

8. The EPI’s format for Bank Guarantees towards ‘Earnest Money Deposit’ and ‘Security Deposit cum Performance Guarantee’ are enclosed.

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 discussion has been taken on award of the purchase order.

11. Earnest Money of the successful tenderer shall be converted into a part of the security deposit/returned on receipt of Security Deposit cum Performance Guarantee and unconditional acceptance of the order by him.

12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/board resolution executed as under shall accompany the tender documents:
   a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of the signatory.
   b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the partner/person signing the documents authorising him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
   c) In case of Company, copy of the Board Resolution authorising the signatory to sign on behalf of the Company.

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 **90 (ninety) days** from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before he said period or make any modifications in the terms and conditions of the tender which are not acceptable Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest money deposited.

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

19. Successful tenderer must furnish Security Deposit as specified in tender documents 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 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 issuance 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 orders of similar items executed during the last five years indicating name of the client, value, date of order and delivery
   b) List of orders under execution indicating name of the client, value, date of order and delivery
   c) Audited balance sheet and profit and loss account for the last three years
   d) Registration Certificate/Memorandum of Association/Partnership Deed
   e) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings etc
   f) Sales Tax Clearance Certificate

Signature of the Bidder with Seal

EPI
ADDENDUM TO “INSTRUCTIONS TO TENDERERS (SUPPLIERS)”

NIT No. : SRO/MKT/TH/227                                            Date: 23.09.2013

1. Clause nos 7, 8 & 11 shall stand deleted

2. In case the tenderer himself is a manufacturer of any of the approved makes of the items as mentioned under Bill of Quantities/Price Schedule, the clause no 12 shall not apply to him. However the bid submitted by such tenderer shall accompany due authorisation by the said company in respect of the person submitting the bid. A covering letter in this letter shall accompany the bid in the “Techno-commercial” part of the offer in the 1st Envelope.

The bid submitted by an authorised dealer/distributor on behalf of any of the approved makes shall enclose the required authorisation in this respect in the “Techno-commercial” part of the offer in the 1st Envelope.

3. Clause No. 22 stands deleted.

4. The Clause No 25 shall not applicable in case the tenderer himself is a manufacturer of any of the approved makes or has been authorized by a manufacturer of any of the approved make to quote on his behalf.

5. The tenderer shall submit the un-priced Bill of Quantities/Price Schedule duly signed by him in the “Techno-commercial” part of the offer in the 1st Envelope.

6. The tenderer shall quote his rates both without issuance of C form by EPI and with issuance of C form by EPI.

All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.
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 /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 include 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.

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. 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.

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’
(xiii) ‘Do NOT TURN OVER’
(xiv) ‘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.

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 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.

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 and Reconciliation Act 1996 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 CHENNAI only.
**Check List for Evaluation & Selection of Suppliers / Vendors**

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**Signature of the Bidder with Seal**

14 EPI
d) Products being manufactured (Product Catalogues)  

9. Annual Turn Over  
10. Whether ISO 9000 certified or not  
11. Whether IS certified or not  
12. Reference list of important customers during last five years  
13. Ability to give after sales service  
14. Sample sent or not  

Signature of Vendor / Supplier  
Name  
Designation  
Date  

To In-charge MMD  
EPI
SPECIAL CONDITIONS OF PURCHASE (SPC)

NIT No : SRO/MKT/TH/227                                             Date: 23.09.2013

1. The following Special Conditions of Purchase shall be read in conjunction with General Purchase Conditions (GPC). If there are any provisions in these Special Conditions of Contract, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Special Conditions of Purchase shall take precedence.

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

   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.

   2.1 90% of the price of the material shall be paid within seven (7) days of receipt of material at site in good condition. **The invoice should be supported by manufacturer test certificate**

   2.2 Balance 10% of price of material shall be released within thirty (30) days after receipt of material at EPI site.

      **OR**

   100 % of the price of material shall be released against proforma invoice and on furnishing a security deposit-cum-performance guarantee equal to 5% of the price of material in the form of unconditional irrevocable bank guarantee from a Nationalised Bank/Scheduled Bank valid till completion of supplies.

   2.3 Payment against deputation of technical persons during installation, testing and commissioning of the items shall be paid within 15 days of successful commissioning of the items on per diem basis subject to a maximum duration of 10 days beyond the mandatory deputation for 5 (five) days free of cost to EPI.

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. In view of Cl. No.3 above the Clause no 5 of GPC shall stand deleted.

5. **Maker’s Test Certificate:** The Clause No.7 of GPC shall be replaced as under:

   Manufacturer’s test certificate shall be supplied by the supplier along with the invoice / challan. Failure to comply may cause delay in release of payment by EPI.
6. Bidder / supplier must ensure delivery of the items in good condition free from any damage, crack or manufacturing defect failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract. The supplier shall depute his representative at the time of delivery of the materials to EPI stores at the site. All the materials supplied by the bidder/supplier shall be new and fresh manufactured.

7. Security Deposit: The Clause No.9 of GPC stands deleted except in the case of 100 % payment as mentioned at clause no 2 hereinabove.

8. Material shall be delivered to “Civil, Electrical and other Utility services for Construction of Hangers, utility buildings and allied facilities for Package-Civil III (Overhaul complex at HAL Aircraft Division, Nasik and Package-Civil II (Rotable complex at HAL Aircraft Division, Nasik”. All consignments shall be booked mentioning the consignee as:

ENGINEERING PROJECTS (INDIA) LIMITED  
c/o HAL Package III  
HAL Factory Area  
Ojhar, Nasik 422 207

9. 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:

9.1 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.

9.2 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.

9.3 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.

9.4 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.

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

9.6 The arbitrator shall make speaking Award and give reasons for his decisions in respect of each dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

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

9.8 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 to procedure to be followed in arbitration shall be as is contained D.O. No. DPE/4(1)/2001-DPE(PMA)-GL dated 12.06.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

10. 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.
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs.……………….. in lieu of EARNEST MONEY DEPOSIT from……………………………………………... (hereinafter called the Supplier/Contractor/Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for…………………………………………………………………………………………………………………………….

We, ........................................ bank having its registered/head office at………………………… (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs.………………………… on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs.………………………… without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ……………………………………………………………………………. date …………………………...Unless a demand or claim under this guarantee is made on us in writing on or before………………………………. date ………………………………. , we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions.

We, the above said Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of EPI in writing.

Dated…………………………this day of……………….200.

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)
SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

The Chairman & Managing Director
(A Govt. of India Enterprise),
Engineering Projects (India) Ltd.
Core-3, SCOPE Complex
7, Institutional Area, Lodhi road
New Delhi – 110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd.(A Govt. of India Enterprise), Core-3, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter called ‘EPI’ which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of Supply Contract/Contract/Sub-Contract no._____________________________ Dated __________ made between M/s___________________________ (hereinafter referred to as the said Supplier/Contractor/Sub-Contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with __________________________ (hereinafter called ‘The said Supply Contract/Contract/Sub-Contract) to accept a Deed Security Deposit-cum-Performance Bank Guarantee as herein provided for __________________________in lieu of:

a) The Security Deposit to be made by the said Supplier/Contractor/Sub-Contractor for the due fulfilment by the said Supplier/Contractor/Sub-Contractor of the terms and conditions contained in the said Supply Contract/Contract/Sub-contract, and

b) Fulfilment of the conditions of the said Supply Contract /Contract/Sub-Contract by furnishing a security for the performance of the works and/or equipment/materials supplied in accordance with conditions of the said Supply Contract/ Contract/ Sub-Contract.

1. We __________________________ (hereinafter referred to as “the said bank which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office

Signature of the Bidder with Seal 20 EPI
at __________________________ do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of __________________________ Only against any loss, damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said Supplier/Contractor/Sub-Contractor of any of the terms and conditions contained in the said Supply Contract/Contract/Sub-Contract and or any amount becoming due for non performance and/or penalty as assessed by EPI and top unconditionally pay the amount claimed by EPI on demand and without demur and protest.

2. We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Supply Contract/Contract/Sub-Contract and till all the dues of EPI under the said Supply Contract/Contract/Sub-Contract or by virtue of any of the terms and conditions governing the said Supply Contract/Contract/Sub-Contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said Supply Contract/Contract/Sub-Contract have been fully and properly carried out by the said Supplier/Contractor/Sub-Contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 months.

3. EPI shall have the fullest liberty without affecting in any way the liability of the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Supply Contract/Contract/Sub-Contract to extend time of performance of the said Supply Contract/Contract/Sub-Contractor to postpone for any time and from time to time any power’s exercisable by it against the said Supplier/Contractor/Sub-Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Supply Contract/Contract/Sub-Contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier/Contractor/Sub-Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.

4. We, the said Bank, further agree that EPI shall be the sole judge of and as to whether the said Supplier/Contractor/Sub-Contractor has committed any breach or breaches of any of the terms and conditions of the said Supply Contract/Contract/Sub-Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said Supplier/Contractor/Sub-Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the Bank.

Signature of the Bidder with Seal  21

EPI
5. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of EPI and liabilities of the said Supplier/Contractor/Sub-Contractor arising up to and until mid night of _____________________, subject the claim period as mentioned in para ______________.

6. This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said Supplier/Contractor/Sub-Contractor obligation/liabilities under and/or in connection with the said Supply Contract/Contract/Sub-Contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENFORCING OR REQUIRING ENFORCEMENT OF ANY OTHERSECURITY AND shall not have the effect of releasing the said Bank from its full liability hereunder:

7. EPI shall be at liberty without reference to the said Bank and without effecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier/s/Contractor’s/sub-Contractor’s obligations and/or liabilities under or in connection with the said Supply Contract/Contract/Sub-Contract.

8. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said Supplier/Contractor/Sub-Contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

9. The said Bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the said Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said Supplier/Contractor/Sub-Contractor (whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said Supplier/Contractor/Sub-Contractor stopping or preventing or purporting to stop or prevent any payment by the said Bank to EPI in terms hereof. The amount stated in any notice of demand addressed by EPI to the Guarantor Bank as liable to be paid to EPI by the Supplier/Contractor/ Sub-Contractor on account of any losses or damages or costs, charges and/or expenses shall as between the said bank and EPI be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur and protest.

10. We, the said bank undertake not to revoke this guarantee during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said Supplier/Contractor/Sub-Contractor or the said Bank shall not discharge our liabilities hereunder.
11. It shall not be necessary for EPI to proceed against the said Supplier/Contractor/Sub-Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which EPI may have obtained or obtain from the Supplier/Contractor/Sub-Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

12. Our liability under this guarantee shall be restricted to ____________________ and this guarantee shall remain in force until midnight of __________________ unless a claim to enforce this guarantee is filed with us within six months from____________________. (which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

DATED ---------------------------- THIS day of -----------------------200...

FOR AND ON BEHALF OF BANK