AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

e-TENDER No.: ERO/MMD/720/1092

Tender for the “Design, Supply, Erection, Commissioning and Testing of one 60 MT Pit less type Weigh Bridge at Dehri On Sone, Bihar on Turn Key basis”.

VOLUME – I

Notice Inviting e-Tender (NIT), Special Instructions to Bidder for e-Tendering, Instruction to Tenderer (Suppliers), Addendum to ITT (Suppliers), General Purchase Conditions (GPC), Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Indemnity Bond, Proforma for Affidavit & Proforma for Security Deposit Cum Performance Guarantee.

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)

50, Chowringhee Road
Kolkata-700071
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ENGINEERING PROJECTS (INDIA) LTD.
(A Government of India Enterprise)

**NOTICE INVITING e- TENDER (e-NIT)**

NIT No.: ERO/MMD/720/1092  
Date: 17.08.2018

e-Tender for Design, Supply, Erection, Commissioning and Testing of one 60 MT Pit less type Weigh Bridge at Dehri On Sone, Bihar on Turn Key basis”.

Engineering Projects (India) Limited (i.e. EPIL) invites the online Item rate tenders behalf of Shahabad Dudgh Utpadak Sahkari Sangh Ltd., Ara Dairy, Ara through e-tendering from the approved Manufacturers (Mettler Toledo/ Sartorious/Avery/Essaie-Digitronix) or their Authorized Dealers, who fulfill the eligibility criteria as per the brief particulars of scope for “**Design, Supply, Erection, Testing and Commissioning of 60 MT Pit less type Weigh Bridge at Dehri-On-Sone, Bihar on Turn Key basis**” in single stage two envelope system (Technical Bid & Price Bid) for the following works:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Work</th>
<th>Estimated Cost (in Rs)</th>
<th>Earnest Money (in Rs.)</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Design, Supply, Erection, Testing and Commissioning of one 60 MT Pit Less type Weigh Bridge (approved make) at Dehri On Sone, Bihar</strong></td>
<td>12,00,000.00</td>
<td>24,000.00</td>
<td>Three (3) months</td>
</tr>
</tbody>
</table>

Bids may be submitted by Approved Manufacturers (Mettler Toledo/ Sartorious/Avery/Essaie-Digitronix) or their Authorized Dealers (henceforth Bidder / Tenderer / Supplier) with proven experience in Supply Erection, Testing and Commissioning of Pit Less type Weigh Bridge for the tendered work.

**Scope of work**

The brief scope of work included in this tender shall include (but not limited to) Design Engineering, Manufacturing, Supply, Erection, Testing & Commissioning including completion of facilities, performance guarantee, final painting and handing over of one 60 MT Pit less type Weigh Bridge of approved make (Mettler Todeldo/ Sartorious/Avery/Essaie-Digitronix) at Dehri On Sone, Bihar for Shahabad Dudgh Utpadak Sahkari Sangh Limited (SMU), Ara.

Signature of Contractor:  
Page 3 of 50  
Weigh Bridge-Ara  
EPIL
Project site information
Location : Dehri on sone, Bihar
Nearest Railway Station : Dehri on sone (Approx. 20)
Nearest Air Port : Patna (Approx. 126 Km)
Project consists of Dairy Plant

Apart from above, any other service required for completeness of the project and as per direction of EPI is deemed to be included in the scope of work. The work is to be carried out on Item rate basis as per bill of quantities and tender conditions.

The detailed scope of work is given in the tender documents.

Time schedule of Tender activities:

(i) Last Date & Time for Downloading of tender documents: 10.09.2018 Upto 12.00 Noon.

(ii) Last Date & Time of online submission of Tenders: on or before 11.09.2018 Upto 03.00 PM.

(iii) Date & Time of submission of documents in physical form (as per NIT Clause No.7) : 11.09.2018 Upto 3.00 PM.

(iv) Date & Time of online opening of tender (Techno-Commercial Bid): 11.09.2018 at 03.30 PM.

2.0 Qualification Criteria:

a) Contractors/Bidders who fulfill the following requirements are eligible to participate in this tender. The joint ventures/Consortium are not accepted.

i) The bidders must have experience of having completed “similar works” during the last seven (7) years ending last day of the month previous to the one in which bids are invited should be either of the following:

Three similar works, each costing not less than the amount equal to forty percent (40%) of estimated cost put to the tender.

OR

Two similar works, costing each not less than the amount equal to sixty percent (60%) of estimated cost put to the tender.

OR

One similar work of aggregate cost not less than the amount equal to eighty percent (80%) of estimated cost put to the tender.
The 'similar work' shall mean setting up of minimum 50 MT Pit less type Weigh Bridge.

The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer/Project Manager/Unit Officer.

ii) For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by seven percent (7%) per annum till the end of month prior to date of NIT. The cost of free issue materials shall not be included in the completion cost of work.

b) Should have average annual financial turnover amounting at least Fifty percent (50%) of the estimated cost of the work during the last three consecutive financial years ending on 31.03.2017 duly certified by a Chartered Accountant, duly supported with audited copies of financial statements.

c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2017, Audited copies of balance sheet, statement of profit & loss and certificate from Chartered Accountant for respective financial years to be submitted.

d) Should have a solvency of forty percent (40%) of estimated cost issued by his bankers. The Solvency certificate should not have been issued earlier than one (1) year of last date of submission of tender.

e) Should have valid PAN (Permanent Account Number of Income Tax) & GST Registration no. copies of documentary evidence to be submitted.

f) Should have valid GSTN (in the state of Bihar) registration. In case the Bidders do not have GSTIN (in the State of Bihar) registration, the same shall be obtained by the successful Bidder within one month from the date of LOI or before raising of first RA bill. An undertaken shall be submitted by the Bidder for the submission of GST (in the State of Bihar) registration in line with the above.

g) If Dealer is participating in the tender, the authorized dealership letter from the Approved manufacturer (OEM) of approved makes needs to be submitted.

h) Bidders who intend to get exemption from submission of Tender fee and EMD shall submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi) vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 (with the concerned DIC) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.
i) 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 tender. However, the certificates issued by a Public Limited Company & Private Party must be supported by TDS certificates/Turnover Certificate from Chattered Accountant in support of value of work done by the tenderer.

Relevant Experience certificates and other documents as mentioned above fulfill the qualifying criteria duly self attested by the tenderer shall be enclosed in Envelope-I. The Completion certificate from Clients shall be in the name of the company who is submitting the tender. The bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted alongwith the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the tenderer.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

2.1 Notwithstanding anything stated above, EPI reserves the right to assess the bidder’s capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of EPI.

The credentials of the Bidders shall be verified and if required inspection of the works to be carried out by EPI and in case found not satisfactory, their bid will be considered non-responsive.

3.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com, CPP Portal: www.eprocure.gov.in and as well as on TCIL portal: www.tcil-india-electronicitender.com

3.1 Volume – I:

Notice Inviting Tender (NIT), Special Instructions to Bidders for e-Tendering, Instructions to Tenderer (Supplier), Addendum to ITT (Supplier), General Purchase Conditions (GPC), Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Indemnity Bond, Proforma for Affidavit & Proforma for Security Deposit Cum Performance Guarantee.

3.2 Volume – II:
Additional Purchase Conditions (APC), Approved Make & Technical Specification and Tender Drawing.

3.3 Volume – III:

Bill of Quantity cum quoting sheet.

4.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

5.0 Interested bidders have to necessarily register themselves on the portal https://www.tcil-india-electronic.tender.com through M/s Tele Communications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities:

M/s Telecommunications Consultants India Limited, 6th Floor, TCIL Bhawan, Greater Kailash – 1, New Delhi – 110 048
Contact No. : 011-26241790, 98683 93717/75/92 Email-ID: ets_support@tcil-india.com

They may obtain further information regarding this tender from MMD (GGM) at the address given at Clause No.20.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely https://www.tcil-india-electronic.tender.com (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

6.0 Bidders can download the bid document from the portal without paying document fees in advance, any time from 12 Noon of 20.08.2018. However, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs.1180/- (Rupees One Thousand One Hundred Eighty only) including GST (@ 18%) as non-refundable
document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at Kolkata. However, tenders submitted without or insufficient tender fees shall be rejected.

The GSTIN of EPI for Kolkata is 07AAACE0061C1C12F. The ETS Bidding fee to be paid to TCIL is separate.

7.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned at clause no 2 & of “Instructions to Bidder” duly attested by Gazetted officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date & time of online bid submission. Late bids will not be accepted. Under the above procedure, only first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on scheduled date & time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs.24,000.00 (Rupees Twenty Four Thousand Only). This can be either in the form of Crossed 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 Kolkata or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (One Hundred Fifty days) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected.

Tender fee, EMD (In original), and Power of Attorney, affidavit of NIT, NSIC certificate as per Clause No. 2(h) if bidder is claiming EMD/Tender fee exemption and Pass Phrase (BOTH FOR TECHNICAL AND FINANCIAL BID IN “SEPARATE ENVELOPE”) to decrypt the bid must be submitted in physical form at the address given at Clause No. 20 below on or before last date and time of online bid submission. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

8.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

9.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/ CPP portal as well as on TCIL portal www.tcil-india-electronictender.com. The bidders are required to check these websites regularly for this purpose, to take into account before submission of tender. All Corrigendum and
addendum are to be submitted duly signed & stamped with tender documents as bid Annexure.

10.0 All corrigendum and addendum shall be part of the tender document and are to be submitted duly signed and stamped by tenderer. Even if tenderer fails to submit corrigendum and addendum duly signed by him, it will be deemed that the tenderer have gone through such corrigendum /addendum, if any, and no claim shall be entertained by EPI on account of any omission /error on his part.

11.0 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 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/bank.

12.0 EPI reserves the right to accept any tender or ask clarifications 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 at any stage.

13.0 In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and EPI will in no case be responsible or liable for those costs regardless the conduct or outcome of the tender process.

14.0 It is the responsibility of the Bidder to ensure that their Bid document shall reach the designated office within the stipulated date and time. In case the Bid document is sent by post or by courier, the time and date of depositing the Bid document at the office shall have to be countersigned by a responsible officer of the office. Engineering Projects (India) Limited, will not undertake any responsibility whatsoever for postal delay in process of submission of Bid.

15.0 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.

16.0 **Bidder’s Confirmation**
Bidder confirms that they have read and understood and have copies of the 'Tender Documents' and have visited the site and their offer will be based on the 'tender Documents' and caters to all the works, requirements, etc. thereof.

All corrections / cuttings are to be signed by the bidder.

**False Statement**

In case any of the credentials are provided to false/ fabricated, not only tender will be rejected but EMD shall also be forfeited and action shall be initiated to debar the bidder for future participation in EPIL tender.

17.0 Bids from authorized/ accredited dealers without proper authorization from the manufacturers shall be treated as non-responsive and shall be rejected.

The tender/bid of any tenderer/bidder shall be rejected if in the detailed scrutiny documents submitted along with the tender/bid are found to be unsatisfactory / forged. The decision of EPI in this regard shall be final and binding on the tenderer/bidder.

No bidder will be allowed at anytime on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation / typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

18.0 **Validity of Tender**

The Tender for the works shall remain open for acceptance for a period of Sixty (60) days from the date of opening of Price Bid of Tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his Tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

19.0 **Contract Agreement**

The Bidder shall enter into a Contract Agreement with EPI within 10 days of the date of Letter of Intent or within such extended time, as may be granted by EPI. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Bidder. In case, the Bidder does not sign the agreement as above or does not start the work within 10 days of the issue of letter/telegram of intent, his earnest money is liable to be forfeited and letter of intent consequently will stand withdrawn.
20.0 All correspondence with regard to the above shall be to the following address (By Post/ In Person):
GGM (MMD)
Engineering Projects (India) Ltd.
50, Chowringhee Road
Kolkata - 700071

Contact details for site related Queries / Visit:

Shri S. K. Nayak, AGM,
Engineering Projects (India) Ltd,
Subhago Kothi, 1st Floor,
Kalyanpur Colony, Ward No. 33
Chuna Bhatta, Near Railway Station
Dehri-On-Sone-821307
Mob: 9836310618

For more information on EPI, visit our website at: http://www.epi.gov.in

For more information on the e-tender visit website of M/s Telecommunications Consultants India Limited, New Delhi at: https://www.tcil-india-electrontc.tender.com

GGM (MMD)

Date: 20.08.2018
Special Instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal https://www.tcil-india-electronic.tender.com through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Single Stage Two Envelope

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘FreeCopy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   – Query to Engineering Projects (India) Ltd.(Optional)
8. View response to queries posted by Engineering Projects (India) Ltd.
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS
    – Opening of relevant Bid-Part (PQ Application)
11. Post-TOE Clarification on ETS (Optional)
    – Respond to Engineering Projects (India) Ltd. Post-TOE queries
12. Attend Public Online Tender Opening Event (TOE) on ETS
    – Opening of relevant part (Financial-Part) (Only for PQ Responsive Bidders)
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

Registration

To use the Electronic Tender® portalhttps://www.tcil-india-electronic.tender.com, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Any Instructions for Online/ Offline Payment of Registration Fee??

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk

<table>
<thead>
<tr>
<th>Telephone/ Mobile</th>
<th>Customer Support: 011-26241790 (multiple lines)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Emergency Mobile Numbers: +91-9868393775, 9868393792</td>
</tr>
<tr>
<td>E-mail ID</td>
<td><a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a> [Please mark CC: <a href="mailto:support@electronic.tender.com">support@electronic.tender.com</a>]</td>
</tr>
</tbody>
</table>

Contact

| Engineering Projects (India) Ltd. Contact Person | GGM (MMD) Engineering Projects (India) Ltd. 50, Chowringhee Road Kolkata - 700071 |

Signature of Contractor  Page 13 of 50  EPIL
Weigh Bridge-Ara
Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes
  Technical-Part
  Financial-Part

**Offline Submissions:**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

GGM (MMD)
Engineering Projects (India) Ltd.
50, Chowringhee Road
Kolkata - 700071

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1) Original copy of the Tender Fee of Rs.1180/- (Rupees One Thousand One Hundred Eighty only) incliding GST (@18%) in form of Demand Draft.
2) Original copy of the EMD of Rs. 24,000.00 (Rupees Twenty Four Thousand Only) in the form of a Bank Guarantee/Demand Draft.
3) Original copy of the letter of authorization shall be indicated by written power-of-attorney.
4) Documentary evidence with regard to registration with NSIC as mentioned in Clause No.2 (h) of NIT for tender fees & EMD waiver.
5) Pass-phrase (Both for technical and financial bid in separate envelope) to decrypt the Bid.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause no.2(a) to 2(i).

Note: Bidders are required to pay applicable ETS bidding fees online at the time of bid submission.

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:
As part of the Electronic Encypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the ‘Main-Bid’, the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Engineering Projects (India) Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.
As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically, for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MA's, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from ‘Bid-Submission Overview Page’ only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

NOTE: While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.
ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO TENDERERS (SUPPLIERS)

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

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

3. Tenders shall be submitted in sealed envelope marked with ‘Title’, ‘Number’ and ‘Last Date of receipt of Tender’ for the items as given in the ‘Covering Letter inviting Tender’ at the following address by Registered Post or through messenger within the last date of receipt of tender given in the letter inviting Tender:

   GGM (MMD)
   Engineering Projects (India) Ltd.
   50, Chowringhee Road
   Kolkata - 700071

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

   1st Envelope (Techno-Commercial Bid)

   The tenderers are requested to furnish the documents as required in Clause No. 25 in respect of the credentials of the tenderer in this envelope.

   In this envelope the tenderer should also keep the complete tender documents duly signed and stamped by them on each page as their acceptance, deviation sheet and un priced 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 tenders of all such parties, who are not found suitable, shall not be considered and their earnest money deposit will be returned.

   The two envelopes should be enclosed again in a sealed cover super scribed 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. The amount of each item should be worked out and requisite totals given.

   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 indicated in the ‘Covering Letter inviting Tender’ in the form of crossed Demand Draft drawn in favour of Engineering Projects (India) Ltd., payable at New Delhi or Bank Guarantee from a Nationalized Bank/Scheduled Bank in the prescribed enclosed proforma valid for 150 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”. 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 the successful tenderer shall be converted in to a part of the security deposit/returned on receipt of Security Deposit and unconditional acceptance of the order.

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 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 authorizing 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 authorizing 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 split the order.

17. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes 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 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 Kolkata Courts alone.

25. Tenderer shall submit the following documents in respect of their credentials along with their tender in the ‘first envelope’.

   a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.
   b) List of order 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 3 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.

Seal and signature of the tenderer
ADDENDUM TO “INSTRUCTIONS TO TENDERER (SUPPLIERS)”

1.0 CLAUSE NO. 1 of Instructions to Tenderers (Suppliers) stands amended as below:

Tender shall be submitted through e-Bids only. Kindly refer “Special instructions to Bidders for e-Tendering” for downloading & uploading of tender documents as per NIT.

2.0 CLAUSE NO. 2 of Instructions to Tenderers (Suppliers) stands amended as below:

The tenderer is requested to sign & stamp each page of tender document and upload the complete tender documents as per NIT.

3.0 CLAUSE NO. 3 of Instructions to Tenderers (Suppliers) stands amended as below:

Tenders shall be submitted through e-Bids only. Kindly refer “Special instructions to Bidders for e-Tendering” for downloading & uploading of tender documents as per NIT.

4.0 CLAUSE NO. 4 of Instructions to Tenderers (Suppliers) stands amended as below:

The tenderer is required to submit their offer online as well as offline in 2 separate envelopes indicating the following:-

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to upload the documents as required in “Notice Inviting Tender” Clause No. 2.0 in respect of the credentials of the tenderer in this envelope.

In this envelope the tenderer should also enclose the complete tender documents duly signed and stamped by them on each page as their acceptance, and unpriced copy of price bid. Deviations if any, to be submitted in this envelope.

Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid Envelope-1 and a request letter for exemption from submission of Tender fee and EMD.

2nd Envelope (Price Bid)

The form of Price Bid duly filled in with the Item Rate both in words and figures in the
same form as issued to tenderers should be enclosed in this envelope. No terms and conditions or deviations if any or any other thing should be kept in this envelope. In case of commercial deviations, the cost of withdrawal of commercial deviations if any, to be submitted in this envelope.

The 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 tenders of all such parties, who are not found suitable shall not be considered and their earnest money deposit will be returned.

4.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying unconditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

4.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the 'Price-Bid’ / Tender.

4.3 In case the condition 4.2 mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

5.0 CLAUSE NO. 7 of Instructions to Tenderers (Suppliers) stands amended as below:

Earnest Money deposit for the amount indicated in the ‘Notice inviting Tender’ required to be submitted shall be in the form of crossed Demand Draft drawn in favour of "Engineering Projects (India) Ltd.” payable at Kolkata or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed performa valid for 150 days (One Hundred Fifty Days) from the due date of tender. Tender not accompanied with Earnest Money shall be rejected.

6.0 CLAUSE NO. 11 of Instructions to Tenderers (Suppliers) stands deleted.

7.0 CLAUSE NO. 15 of Instructions to Tenderers (Suppliers) stands deleted.

8.0 CLAUSE NO. 16 of Instructions to Tenderers (Suppliers) is amended as below:
EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The tenderer is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.
9.0 CLAUSE NO. 17 of Instructions to Tenderers (Suppliers) stands amended as below:

The tender shall remain open for acceptance for a period of 60 days from the date of opening of price bid of the tenderer by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

10.0 CLAUSE NO. 22 of Instructions to Tenderers (Suppliers) stands deleted.

11.0 CLAUSE NO. 25 modified as below:

Tenderer shall submit the following documents in respect of their credentials along with their tender in the ‘first envelope’.

a. List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.

b. List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.

c. Details of similar works executed.

d. Audited balance sheets and profit and loss accounts along with schedules for the last 5 years.

e. Copy of latest income-tax returns filed along with PAN.

f. Credentials and completion certificates.

g. Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.

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

i. Latest Solvency certificate from Nationalized / Scheduled Bank.

j. GSTN Registration Certificate.

k. Any other document as stipulated above and in "Tender Documents’

13.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.

14.0 The witnesses to the Tender / Contract Agreement shall be other than the bidder /bidders competing for this work and must indicate full name, address, status /occupation with dated signatures.

15.0 The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

16.0 On acceptance of Tender, the name of the accredited representative(s) of the
Contractor who would be responsible for taking instructions from Engineer-In-Charge or its authorized representative shall be intimated by the Contractor within seven (7) days of issue date of telegram / letter / telex / fax of Intent by EPI.

17.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Bidder having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Bidder or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Bidder service.

18.0 The Drawings given with the Tender Documents are TENDER DRAWINGS and are indicative only.

19.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.

20.0 No interest will be payable by EPIL on the said amount covered under EMD / other Security Documents.

21.0 EPI reserves the right to finalize part order with part items at the quoted / negotiated rates of those part items. The tenderer shall quote the price of each item accordingly.

22.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Bidders who resort to canvassing will be liable to rejection.

23.0 The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Bidder from tendering for future works under EPI.

24.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Purchase Conditions of Contract, General Purchase Conditions (GPC), Specifications, Drawings, etc. The bidders shall be deemed to have gone through the various conditions and clauses of the Tender and visited the site and satisfied itself with site conditions including accessibility, storage of material, all handling fixing / assembly till final placing, etc. or any other condition which in the opinion of Bidder will affect his price / rates before quoting their rates. No claim
whatsoever against the foregoing shall be entertained by EPI.

All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.
ENGINEERING PROJECTS (INDIA) LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)

Materials Management Division

GENERAL PURCHASE CONDITIONS

1. Definition

1.1 The Buyer means Engineering Projects (India) Limited, a Company in corporate in India and having its registered office and Corporate Office at Core 3, ScopeComplex, Lodi Road, New Delhi-110003.

1.2 'Supplier' means the tenderer/bidder 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 here in 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 who so ever 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, Date of the Railway receipt, postal receipt, bill of loading 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 loading 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 warranty 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 inspections. Failure to comply may cause delay in the issue of certificate of inspections 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 in land 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 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 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 counter signed 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 Despatch 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 semi-skilled 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 in to 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 zero point five percentage (0.5%) of the value of the entire contract for every week of delay or part thereof limited to an aggregate of five (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 up to 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 Clause13 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 (21) days from the date of occurrence thereof, neither party shall be reason of such event been titled 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. Incase 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 un used, 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 12months from the date of commissioning or 18months 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 12months after the same has been put in service or 18months from the date of dispatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12months 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 trademark. 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 (2) 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 here in 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 what so ever 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 there of 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 re-enactment thereof and the rules made there under and for time
being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the
disputes or dispute to be referred to arbitration under this clause together with the
amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for
making and publishing the award.

The work under the contract shall, if reasonably possible continue during the
arbitration proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he
issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each disputes or difference
referred to him.

The avenue of arbitration shall be such place as may be 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 Kolkata only.
# Check List for Evaluation & Selection of Suppliers / Vendor

1. Name  
2. Address  
3. Contact Person  
4. Proprietor  
5. a) Phone Nos.  
   b) Fax Nos.  
6. Items /Products  
7. Manufacturer  
   Distributor  
   Dealer  
   Stockist  
8. Facilities Available  
   a) Testing Facilities  
      i) For Incoming Materials  
      ii) For In Process  
      iii) For Final Product  
   b) Can Issue Test Certificate  
      Yes  
      No  
   c) Details of Manufacturing Facilities  
   d) Products being manufactured  
      (Product Catalogues)  
9. Annual Turn Over  
10. Whether ISO 9000 certified or not
<table>
<thead>
<tr>
<th></th>
<th>11</th>
<th>Whether IS certified or not</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Reference list of important customers during last five years</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Ability to give after sales service</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Sample sent or not</td>
<td></td>
</tr>
</tbody>
</table>

To Incharge MMD  
EPI  
Signature of Vendor /Supplier  
Name  
Designation  
Date

---

**For use in EPI**

Data has been collected over phone verbally.

Signature of person collecting data
Evaluation & Review

Yes  No

Reviewed the details of
vendor Product is suitable
If Yes basis

Sample checked

Specification checked

Suppliers details reviewed

Enjoys goodwill /reputation

Testing facilities adequate

Enquiries from customers

of sub suppliers

Past performance with EPI

Approved  Reviewed

Signature  Signature
## Bidder Information

| Company Name* |  |
| Make / Brand* |  |
| Registration Number* |  |
| Registered Address* |  |
| **Name of Partners/Directors** |  |
| **Bidder type*** |  |
| Indian/Foreign |  |
| **City*** |  |
| **State*** |  |
| **Country*** |  |
| **Postal code*** |  |
| **PAN/TAN / Number*** | (PAN/TAN number must have 10 characters, e.g. AESTG2458A) For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number. |
| **GSTIN Registration Number*** |  |
| **Company’s Establishment Year** |  |
| **Company’s Nature of business*** |  |
| **Company’s Legal status*** |  |
| Limited company/Undertaking/Joint venture/Partnership/others |  |
| **Company Category*** |  |
| Micro unit as per MSME/Small unit as per MSME/Medium unit as per MSME/Ancillary unit/Project of affected person of this company/SSI/others |  |
### Contact Details

*Enter Company’s Contact Person Details*

| **Title*** |  
| --- | --- |
| Mr/Mrs/Dr/Shree/Ms |  

| **Contact person Name*** |  
| --- | --- |
|  |  

| **Date of Birth***  
**(DD/MM/YYYY)** |  
<table>
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<th></th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Correspondence Email*** |  
| --- | --- |
| *(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID)* |  

| **Designation** |  
| --- | --- |
|  |  

| **Phone*** |  
| --- | --- |
|  |  

| **Mobile*** |  
| --- | --- |
|  |  

*Mandatory information (must be filled by the bidders)*
FORM OF TENDER

To,
GGM (MMD)
Engineering Projects (India) Ltd.
50, Chowringhee Road
Kolkata - 700071

REF.: e-Tender for Design, Supply, Erection, Commissioning and Testing of one 60 MT Pit less type Weigh Bridge at Dehri On Sone, Bihar on Turn Key basis”

NIT No. : ERO/MMD/720/1092

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me / us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities, Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in
default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITB”.

6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per NIT Clause 19.0 and/or I/We fail to submit Security Deposit cum Performance Guarantee as per APC Clause 8.0, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the ____________day of ______________

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

OCCUPATION ________________

ADDRESS ________________

SEAL OF TENDERER __________
**Annexure – V**

**MEMORANDUM**

*(ENCLOSURE TO FORM OF TENDER)*

**REF:** e-Tender for Design, Supply, Erection, Commissioning and Testing of one 60 MT Pit less type Weigh Bridge at Dehri On Sone, Bihar on Turn Key basis”.

**NIT No.:** ERO/MMD/720/1092

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Owner/Client / Employer</td>
<td></td>
<td>Shahabad Dudgh Utpadak Sahkari Sangh Ltd., Ara</td>
</tr>
<tr>
<td>ii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item rate tender</td>
</tr>
<tr>
<td>iii)</td>
<td>Earnest Money Deposit</td>
<td></td>
<td>Rs.24,000.00 (Twenty Four Thousand Only)</td>
</tr>
<tr>
<td>iv)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs.12,00,000.00 (Rupees Twelve Lakh Only )</td>
</tr>
<tr>
<td>v)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Total work to be completed in Three (3) months which shall be Reckoned from the 10th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.</td>
</tr>
<tr>
<td>vi)</td>
<td>Mobilization Advance</td>
<td></td>
<td>Not Applicable</td>
</tr>
<tr>
<td>vii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td></td>
<td>Not Applicable</td>
</tr>
<tr>
<td>viii)</td>
<td>Number of Installments for Recovery of Mobilization Advance</td>
<td></td>
<td>Not Applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Schedule of Rates applicable</td>
<td></td>
<td>Non Scheduled Rates</td>
</tr>
<tr>
<td>x)</td>
<td>Validity of Tender</td>
<td>NIT</td>
<td>Sixty (60) Days from the date of price bid opening</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Description</td>
<td>Cl. No.</td>
<td>Values / Description to be applicable for relevant clause(s)</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------</td>
<td>---------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>xi)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>APC 8.0</td>
<td>10.00% (Five Percent only) of contract value to be submitted within 10 days from the date of issue of Letter of Intent of acceptance of tender.</td>
</tr>
<tr>
<td>xii)</td>
<td>Retention Money</td>
<td></td>
<td>Not Applicable</td>
</tr>
<tr>
<td>xiii)</td>
<td>Time allowed for starting the work</td>
<td>Form of Tender</td>
<td>The date of start of contract shall be reckoned 10 (ten) days from the date of LOI.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Defect Liability Period</td>
<td>APC (Cl. No.20)</td>
<td>12 (Twelve) Months from the date of taking over of the equipment by the Client (SMU, Ara/COMFED)</td>
</tr>
<tr>
<td>xv)</td>
<td>Arbitration</td>
<td>APC 18 (Cl. No.19)</td>
<td>As amended</td>
</tr>
<tr>
<td>xvi)</td>
<td>Jurisdiction</td>
<td>APC (Cl. No.19)</td>
<td>Any court case arises by any dispute shall be subject to the Kolkata Court jurisdiction.</td>
</tr>
</tbody>
</table>

SIGNATURE OF SUPPLIER : _____________________________

NAME (CAPITAL LETTERS) : _____________________________

OCCUPATION : _____________________________

ADDRESS : _____________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

SEAL OF SUPPLIER
ANNEXURE - VI

LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

To,
GGM (MMD)
Engineering Projects (India) Ltd.
50, Chowringhee Road
Kolkata - 700071

REF.: -Tender for Design, Supply, Erection, Commissioning and Testing of one 60 MT Pit less type Weigh Bridge at Dehri On Sone, Bihar on Turn Key basis”
NIT No.: ERO/MMD/720/1092

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to the “Form of Tender” have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of Clause 4.1, 4.2 of the Tender Documents (Addendum to “Instructions to Tenderer (Suppliers)) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

Dated:

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
PROFORMA FOR INDEMNITY BOND TO BE EXECUTED
BY THE SUPPLIER AGAINST MATERIALS SUPPLIED FOR THE PROJECT
(On non-judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this ...................... day of ..................... 20.......... by.......................... (Supplier’s Name) a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its Registered Office at ................. (hereinafter called as ‘Supplier’ which expression shall include its successors and permitted assigns) in favour of Engineering Projects (India) Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at Core-3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003 (hereinafter called “EPI” which expression shall include its successors and assigns):

WHEREAS EPI has awarded to the Supplier a Contract for the work of .................. vide its letter of Intent/Work Order No.............. dated..................... (hereinafter called the “Contract”) in terms of which EPI is required to give “90% / 80% of the BOQ Rate” to the Supplier as per Clause no. 10 of the Additional Purchase Condition against supply of materials by the Supplier for the project on the security of materials, the quantities, rates and other particulars of which are detailed in the Bill of Quantities for the said Contract.

And WHEREAS by virtue of Clause no. 10 of the Additional Purchase Condition of the said Contract, the Supplier is required to execute an Indemnity Bond in favour of EPI for the amount of “90% of the BOQ Rate” towards the materials actually supplied by the Supplier for the Contract Work from time to time to EPI for the purpose of performance of the Contract. (hereinafter called the "Materials").

“AND WHEREAS the Supplier has applied to EPI that they may be allowed “90% of the BOQ Rate” on the security of materials absolutely belonging to them and brought by them to the site of the works for use in construction of the work”.

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of the “90% /80% of the BOQ Rate” being given to the Suppliers mentioned in the Contract, for the purpose of performance of the Contract, the Supplier hereby undertakes to indemnify and shall keep EPI indemnified, for the Actual Cumulative Amount of the “90% / 80% of the BOQ Rate” given to the Supplier from time to time against the said Contract. The Supplier hereby acknowledges actual receipt of the materials etc. as per despatch title documents being /to be handed over to EPI from time to time. The Supplier shall hold such materials in trust as a “Trustee” for and on behalf of EPI.
2. That the Supplier is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the materials at EPI’s project site against all risks whatsoever till the materials are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by EPI and the Secured Advance is fully adjusted/recovered as per terms of the Contract. The Supplier undertakes to keep EPI harmless against all losses, damages, deterioration and shortages that may be caused to the materials.

3. The Supplier undertakes that the materials shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the materials shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Supplier that non observance of the obligations under this Indemnity Bond by the Suppliershall inter-alia constitute a criminal breach of trust on the part of the Supplier for all intents and purposes including legal/penal consequences.

4. That EPI is and shall remain the exclusive owner of the materials free from all encumbrances, charges or liens of any kind, whatsoever. The materials shall at all times be open to inspection and checking by the Engineer – In - Charge or other employees/agents authorized by him in this regard. Further, EPI shall always be free at all times to take possession of the materials in whatever form the materials may be, if in its opinion, the materials are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Supplier or any other person or on account of any reason whatsoever and the Supplier binds himself and undertakes to comply with the directions of demand of EPI to handover the materials without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the materials or the same or any part thereof is mis-utilised in any manner whatsoever, then the Supplier hereby agrees that the decision of the Engineer In-Charge of EPI as to assessment of loss or damage to the materials shall be final and binding on the Supplier. The Supplier binds itself and undertakes to replace the lost and/or damaged materials at its own cost and/or shall pay the amount of ‘75% of the BOQ Rate’ to EPI without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to EPI against the Supplier to recover any amount or all the amounts of this Bond from any dues of the Supplier under the Contract or as per the law.

6. This Bond shall remain in force and effect till the completion of the work as per the aforesaid Contract and till all the amount recoverable under this Bond from the Supplier is fully recovered by EPI. The Bond cannot be revoked by the Supplier without the written consent of EPI.
Annexures

7. That Supplier also agrees that any change in the constitution of the Supplier shall not discharge them from their obligation and liability.

8. This Bond shall be treated as an additional addage to the Contract and nothing herein contained shall be construed to adversely affect the rights of EPI in the Contract.

IN WITNESS WHEREOF, the Supplier has signed this Indemnity Bond through its duly authorized representative on the date and place first above written.

For and on behalf of Supplier

(Supplier's Name)

WITNESS:

Signature ..............................

1.1 Signature .............................. Name (Executant) .................  

2. Name ................................. Designation ..........................

3. Address .............................. (Authorised representative)

2. 1. Signature ..............................

2. Name .................................

3. Address ..............................
PROFORMA FOR AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred Only) duly attested by Notary Public)

(To be submitted in Envelop-1 i.e. Technical Bid)

Affidavit of Mr. ___________________________ R/o ___________________________ S/o ___________________________

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s. ___________________________ Having its Head Office / Regd. Office at ___________________________

2. That the information / documents / Experience certificates submitted by M/s. ___________________________ along with the tender for ___________________________ (Name of work) ______________ To EPI are genuine, true and nothing has been concealed.

3. I shall have no objection in case EPI verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case EPI demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid / contract and also forfeit the EMD / All dues.

5. I shall have no objection in case EPI verifies any or all Bank Guarantee (s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch / office issuing Bank and I / We shall have no right or claim on my submitted EMD before EPI receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, EPI shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I ___________________________ , the Proprietor / Authorized signatory of M/s. ___________________________ do hereby confirms that the contents of the above affidavit are true to my knowledge and nothing has been concealed there from ___________________________ and that no part of it is false.

Verified at ___________________________ this ___________________________ day of ___________________________

DEPONENT

ATTESTED BY (NOTARY PUBLIC)
PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

The Chairman & Managing Director,
Engineering Projects (India) Ltd.,
Core-3, SCOPE Complex
7, Institutional Area, Lodhi road,
New Delhi –110003

Dear Sir,
In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd. (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/sub-contract no. ..................................................

.......................................................... Dated..................................................made between..................................................

.......................................................... (hereinafter referred to as the said Supplier/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/Sub-contract’) to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for ............................................. lieu of:

a) The Security Deposit to be made by the said supplier/sub-contractor for the due fulfillment by the said supplier/sub-contractor of the terms and conditions contained in the said supply contract/sub-contract, and

b) Fulfillment of the conditions of the said supply contract/sub-contract/furnishing a security for the performance of the equipment in accordance with conditions of the said Contract.

We .......................................................... (hereinafter referred to as “the said bank a Government of India Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office 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 of 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/sub-contractor of any of the terms and conditions contained in the said supply 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.

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/sub-contract and till all the dues of EPI under the said supply contract/sub-contract or by virtue of any of the terms and conditions governing the said 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/sub-contract have been fully and properly carried out by the said supplier/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.

EPI shall have the fullest liberty without affecting in any way the liability to 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/sub-contract to extend time of performance of the said Contract or to postpone for any time and from time to time any power’s exercisable by it against the said Supplier/sub-contactor and either to enforce or forbear from enforcing any of the terms and conditions governing the said 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/sub-contactor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said bank from its such liability. We, the said bank, further agree that EPI shall be the sole judge of and as to whether the said supplier/sub-contractor has committed any breach or breaches of any of the terms and conditions of the said supply contract/ sub-contact 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/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.

This guarantee shall be a continuing quarantine and shall remain valid and irrevocable for all claims of EPI and liabilities of the said supplier/sub-contractor arising up to and until mid night of , subject the claim period as mentioned in para ____________.

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/sub-contractor obligation/liabilities under and/or in connection with the said supply 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 ENGINEERING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said bank from its full liability hereunder:

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/sub-contractor’s obligations and/or liabilities under or in connection with the said contract.

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/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.

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/sub-contractor, (whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said supplier/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 to EPI to the Guarantor as liable to be paid to EPI by the Supplier/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 providence 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.

We, the said bank undertake not to revoke this quarantine during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said supplier/sub-contractor or the said Bank shall not discharge our liabilities hereunder.

It shall not be necessary for EPI to proceed against the said supplier/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/sub-contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

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 ........................................ 20 .........

FOR AND ON BEHALF OF BANK