ENGINEERING PROJECTS (INDIA) LTD  
(A Govt. of India Enterprise)  

Bihar Police Academy Project  
Chhabilapur Road  
Rajgir (Nalanda) – 803116  

NOTICE INVITING TENDER  

NIT no. EPI/ERsite/685/Csand/35 Date: 30/11/2013  

Engineering Projects (India) Ltd. Invites sealed tender for Supply of coarse river sand for the project “Construction of Bihar Police Academy, Rajgir” in sealed cover for items as mentioned in Price Bid and instruction to tenderer (ITT) enclosed and as per details technical specification.  

Coarse sand shall consist of natural river sand (as per IS 383, latest revision) It shall be hard, durable, chemically inert, clean and free from adherent coatings, organic matter etc and shall not contain any appreciable amount of clay balls or pellets or harmful impurities e.g. iron pyrites, alkalis, salt, coal, mica, shale or similar laminated materials in such form or such quantities as to cause corrosion of metal or affect adversely the hardening, durability or the appearance of mortar/concrete/plaster. Sand shall be free of organic impurities such as decayed vegetation, humps, coal dusk etc. Silt content should not exceed 8%. Before supply of material, sample shall be got approved and all consignment must match the approved sample.  

The offer should be valid for a minimum period of **2 (Two) months** from the last date of submission of bid. In case the last date of submission of bid is extended the same shall be considered.  

**Delivery period:** Progressively within 20 (twenty) days from the date of Purchase Order, or as per site requirement.  

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

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

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

1. NIT - 2 Pages  
2. Instruction to Tenderer (Suppliers) - 2 Pages  
3. Special Conditions of Purchase (SCP) - 3 Pages  
4. Technical Specifications - 1 Page  
5. Price Bid - 1 Page
The tenders of all such parties, who are not found suitable, shall not be considered. The decision of EPI in this regards shall be final & binding on the party.

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

The General Manager,
ENGINEERING PROJECTS (INDIA) LTD.,
Bihar Police Academy Site
Chhabilapur Road
Rajgir (Nalanda) – 803116(Bihar)
Phone no: 06112-295178

Last date of submission of tender: 07/12/2013 upto 4.00 PM
Date & Time of Opening of Tender: 07/12/2013 at 5.00 PM

Techno- Commercial cum Price Bid –along with supplier's credentials should be kept in the sealed envelope.

The cover must be clearly marked with title, NIT number, date of the tender enquiry and last date for receipt of tender. Tenderer shall clearly certify that the items quoted strictly conform to the specifications. Deviations, if any, should be clearly indicated on a separate deviation sheet.

EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reasons whatsoever. The information of extension / cancellation, if any, shall be given on the EPI's website. The intending Tenders are requested to visit the EPI's website regularly for this purpose.
INSTRUCTIONS TO TENDERERS (Suppliers)

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

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

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

   The General Manager,
   Engineering Projects (India) Ltd.,
   Bihar Police Academy Site
   Chhabilapur Road
   Rajgir (Nalanda) – 803116

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

   Envelope (Techno-Commercial cum Price Bid)

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

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

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

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

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

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

10. Tenders with following discrepancies are liable for rejections;
    a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.
b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
c) Tender received after specified date/time whether due to postal or other delays.
d) Tender in respect of which canvassing in any form is resorted to by the tenderer.
e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

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

12. EPI reserves the right to split the order.

13. The tender shall remain open for acceptance for a period of 2 (two) months from the due date for receiving the tender by EPI.

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

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

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

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

18. Jurisdiction: All disputes shall be subject to Kolkata Courts alone.

19. Tenderer shall submit the following documents in respect of their credentials along with their tender in Techno-Commercial cum Price Bid envelope

   a) List of major clients
   b) List of orders executed/ under execution
   c) Price Bid
1. **Scope of work:** Coarse sand shall consist of natural river sand. It shall be hard, durable, chemically inert, clean and free from adherent coatings, organic matter etc and shall not contain any appreciable amount of clay balls or pellets or harmful impurities e.g. iron pyrites, alkalis, salt, coal, mica, shale or similar laminated materials in such form or such quantities as to cause corrosion of metal or affect adversely the hardening, durability or the appearance of mortar/concrete/plaster. Sand shall be free of organic impurities such as decayed vegetation, humps, coal dust etc. Silt content should not exceed 8%. Before supply of material, sample shall be got approved and all consignment must match the approved sample.

2. **Delivery:** Aggregate shall be supplied in Trucks and it will be measured over truck.

3. **Rates:** The party shall quote firm rates per unit basis in the enclosed price format at annexure I

4. **Quantity Required:** As per enclosed price format, 1250 cum of coarse river sand

5. **Payment terms:** (i) 95% payment shall be made against proforma invoice (ii) Balance 5% shall be released after completion of supply in all respects.

6. **Delivery Period:** The supply is to be completed within 20 days of written order or as per delivery schedule given by EPI.

7. **Transit Insurance:** Transit insurance, if necessary, will be deemed to be included in quoted rates.

8. **Termination of Purchase order:** In case of unsatisfactory progress of work, the purchase order shall be terminated by giving 3 days’ notice.

9. **Transportation:** Loading and Unloading and Transportation shall be included in the rates.

10. **Price basis:** unloading will be done by supplier at site.

11. **Royalty slips:** The party shall submit royalty slips for the consignment supplied.

12. **Taxes, Royalties, Octroi and duties:** All taxes shall be included in quoted rate

13. **Material shall be delivered at**

ENGINEERING PROJECTS (INDIA) LTD.,
Bihar Police Academy Site
Chhabilapur Road
Rajgir (Nalanda) – 803116(Bihar)
Phone no: 06112-295178

Signature of the Bidder with Seal

EPI
14. Conciliation and Arbitration

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part-III of the Arbitration and Conciliation Act.1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration: -

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

14.2 If the arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

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

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

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

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

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

14.8 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.
Note: Notwithstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below: -

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained D.O. No. DPE/4(1)/2011-DPE (PMA)-GL dated 12.06.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

15. 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.

16. Quantity Variation: The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 20% to the quantities mentioned in the Price Bid.
TECHNICAL SPECIFICATION

TenderNo: EPI/ERsite/685/Csand/35

1. Coarse river sand of good quality only is acceptable.

2. Suppliers shall supply sand in trucks.

3. Every consignment of supply should match the approved sample. In case of sub-standard/defective supply, it will be rejected outright and in such a case, removal of the supplied material from the site within a given notice period will be the responsibility of the supplier. Failure to remove the aggregate during the given notice period will entail the removal of the material by EPI at the risk and cost of the supplier.
**Price Bid for supply of Coarse sand**

Name of Item: **Supply of coarse sand for BPA Site at Rajgir**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate in (Rs)</th>
<th>Final Amount (in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply of coarse river sand</td>
<td>M³</td>
<td>1250.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

1) Rates quoted above are inclusive of all taxes, royalties, duties, packing and forwarding charges and freight charges etc. as applicable including unloading at Bihar Police Academy Project, Rajgir.

2) Variation in Qty: up to +/-20%