NOTICE INVITING TENDER

NIT No. : SRO/MKT/TH/341                                November 27, 2014

Supply of Kota stones for “Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore” in sealed cover for items as mentioned in Price Bid and Instruction to tenderer (ITT) enclosed and as per details technical specification.

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

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

Delivery period: Within 1 (One) Month from the date of approval of the sample, or as per instructions of engineer in charge.

Earnest Money Deposit: Rs 5000.00 (Rupees Five Thousand only)

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

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

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

1. NIT - 2 Pages
2. Instruction to Tenderer (Suppliers) - 3 Pages
3. Memorandum - 1 Page
4. Purchase Condition (PC) - 3 Pages
5. Check List for Evaluation & Selection of Suppliers Vendors - 2 Pages
6. Special Conditions of Purchase (SCP) - 1 Page
8. Bill of Quantities/Price Schedule - 1 Page

The tenders of all such parties, who are not found suitable, shall not be considered. The decision of EPI in this regard shall be final & binding on the party.
Submission of tender as well as opening of bid will be at Chennai at the address mentioned below.

The General Manager,
Engineering Projects (India) Ltd
3-D, East Coast Chambers,
92, G.N. Chetty Road,
T. Nagar, Chennai – 600 017
Phone No. 044-28156421 / 281568 / 28157106

Last date of submission of tender: 05-12-2014 upto 03.30 PM

Date & Time of Opening of Tender: 05-12-2014 at 03:45 PM
(Techno Commercial cum Price Bid only)

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

The cover must be clearly marked with title, NIT number, date of the tender enquiry and last date for receipt of tender. Tenderer shall clearly certify that the items quoted strictly conform to the specifications. 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 website www.epi.gov.in or www.eprocure.gov.in. The intending Tenderers are requested to visit the EPI’s website regularly for this purpose.

Parties are also requested to attend the opening of the bid at the address and time given above.
INSTRUCTIONS TO TENDERERS (Suppliers)

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

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

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

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

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

   Envelope (Techno-Commercial cum Price Bid)

   The tenderers are requested to furnish the documents as required in clause no. 22 in respect of the credentials and other details in this envelop.

   The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in the same envelop.

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

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

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

7. Tenders shall be accompanied by Earnest Money Deposit for the amount as in the ‘Covering letter inviting Tender’/NIT in the form of crossed Demand Draft drawn in favour of Engineering Projects (India) Limited payable at Chennai. Tender not accompanied with Earnest Money are liable to be rejected.

8. 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.

9. Earnest Money shall be returned to the unsuccessful tenderer after discussion has been taken on award of the purchase order.
10. Earnest Money of the successful tenderer shall be returned on unconditional acceptance of the order by him and completion of supplies.

11. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/board resolution executed as under shall accompany the tender documents:

a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of the signatory.

b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the partner/person signing the documents 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.

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

13. 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.

14. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected.

15. EPI reserves the right to split the order.

16. The tender shall remain open for acceptance for a period of 90 (ninety) days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before he said period or 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.

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

18. 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.
19. 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.

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

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

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

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

   b) List of orders under execution indicating name of the client, value, date of order and delivery

   c) Sales Tax/VAT Registration Certificate.

   d) un-priced Bill of Quantities.

   e) MSME Registration Certificate if any
MEMORANDUM

REF. : Tender for Supply of Kota stones for “Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore”

NIT No. : SRO/MKT/TH/341  
November 27, 2014

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Supply of Kota stones for “Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore”</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Engineering Projects (India) Ltd</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item rate Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td></td>
<td>Rs 5000.00 (Rupees Five Thousand only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td></td>
<td>NIL</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>1 (One) Month from the date of approval of samples or as per instructions of engineer in charge.</td>
</tr>
<tr>
<td>vii)</td>
<td>Schedule of Rates Applicable</td>
<td>-</td>
<td>Price Bid</td>
</tr>
<tr>
<td>viii)</td>
<td>Validity of Tender</td>
<td>-</td>
<td>90 Days from the date of opening of tender.</td>
</tr>
<tr>
<td>ix)</td>
<td>Time allowed for starting the work</td>
<td>-</td>
<td>The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Purchase Order.</td>
</tr>
<tr>
<td>x)</td>
<td>Arbitration</td>
<td>GPC</td>
<td>(Refer Clause 10 of PC)</td>
</tr>
<tr>
<td>xi)</td>
<td>Jurisdiction</td>
<td>GPC</td>
<td>Courts in Chennai</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) :  

OCCUPATION :  

ADDRESS :  

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

PURCHASE CONDITIONS

1. Definition

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

1.2 Supplier’ means the tenderer whose tender has been accepted and shall include his its / their heirs, executors, administrators or successors and permitted agents as the case may be.

1.3 ‘Purchase Order’ means the letter of memorandum, communicating to the supplier, the acceptance of his tender and includes an advance acceptance of his tender.

1.4 ‘Consignee' means where the stores are required by the purchase order to be dispatched by rail, road, air or steamer, the person specified in the Purchase Order to whom they are to be delivered at the destination, where the stores are required by the Purchase Order to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.

1.5 ‘Inspectors': Inspectors deputed by BUYER.

2. Terms & Expressions

Terms & expressions not herein defined shall have the same meanings as assigned to them in the Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

3. Prices

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons whosoever which may occur while the order is being carried out.

4. Payment Terms

Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order.

4.1 80% of the price of the material shall be paid within 15 Days from the date of receipt of the material at site, to the consignee through NEFT/ RTGS transfer, on production of Manufacturer’s Test Certificate, and other documents as per purchase order.

4.2 20% of price of material shall be released within 30 days after completion of inspection of material at site for damage if any.

5. Manufacturer’s Test Certificate:

Manufacturer’s Test Certificate shall be submitted by the supplier at the time of submission of bill’s to claim 80% Payment as per terms of purchase order.
6. Packing, Marking and Painting:

Standard Packing Procedure of approved Manufacturer’s is acceptable in case of tile supply only.

7. Penalty for late deliveries:

The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.

8. Risk Purchase on Default

In case of default on the part of the supplier to supply all the stores or part thereof covered by the Contract upto the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 7 above for resultant delay.

9. Delay due to force majeure

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Chairman and Managing Director, EPI, New Delhi as to whether the deliveries so resumed shall be final and binding on both the parties. In case Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

BUYER shall be at liberty to take over from the supplier at a price to be fixed by the Chairman and Managing Director, EPI, New Delhi which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

10. Arbitration

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

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

Subject as aforesaid the provisions of the arbitration act 1940 or any statutory modification or reenactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.

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

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

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

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

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

The avenue of arbitration shall be such place as maybe fixed by the Arbitrator in his sole discretion.

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

11. Court Jurisdiction

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Chennai only.
Check List for Evaluation & Selection of Suppliers / Vendors

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 ............................................................................................

                                                                                                       
                                                                                                       
                                                                                                       
                                                                                                       
                                                                                                       

Signature of bidder with seal  Page 10 of 12  EPI
d) Products being manufactured .................................................................

(Product Catalogues)

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9. Annual Turn Over .................................................................................

10. Whether ISO 9000 certified or not .........................................................

11. Whether IS certified or not .................................................................

12. Reference list of important customers during last five years ............... 

13. Ability to give after sales service ........................................................

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14. Sample sent or not .................................................................................

Signature of Vendor / Supplier .................................................................

Name .................................................................

Designation .................................................................

Date .................................................................

To Incharge MMD
EPI
SPECIAL CONDITIONS OF PURCHASE (SCP)

NIT No. : SRO/MKT/TH/341                November 27, 2014

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

2. The rates quoted by the bidder shall be inclusive of all taxes, freight, packing & forwarding, excise duties and other charges as applicable on FOR site delivery basis. Unloading will be arranged by EPI at site. The tenderer shall quote his rates both without issuance of C form by EPI and with issuance of C form by EPI.

3. Sample shall be got approved by the Client before supplying the material to site.

4. Thickness shall be specified in the Price Bid/NIT.

5. Bidder / supplier must ensure delivery of the items in good condition free from any damage, crack or manufacturing defect failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract. The supplier shall depute his representative at the time of delivery of the materials to EPI stores at the site. All the materials supplied by the bidder/supplier shall be new and fresh manufactured.

6. Material shall be delivered at Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore site. All consignments shall be booked mentioning the consignee as:

   ENGINEERING PROJECTS (INDIA) LIMITED
   Construction of New Building (G+3) for Chemical Sciences
   IISc Campus,
   Bangalore.

7. **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.