ENGINEERING PROJECTS (INDIA) LIMITED
(A Government of India Enterprise)
Southern Regional Office, Chennai

Tender No. SRO/MKT/TH/365 dated 19.01.2015

NOTICE INVITING TENDER

Tender for Supply of ‘Salt Glazed Stone Ware (SGSW) Pipe’ for UGD Project at Bailhongal, Belgaum District, Karnataka

1.0 Engineering Projects (India) Ltd. invites the Sealed offers from eligible bidders.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender for Supply of ‘Salt Glazed Stone Ware (SGSE) Pipe’ &amp; “Fittings”for UGD Project at Bailhongal, Belgaum District, Karnataka</td>
<td>Rs.19,77,545/- (Rupees Nineteen lakhs, seventy seven thousand, five hundred forty five only)</td>
<td>1 (one) month from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
<td>Rs.39,550/- (Rupees Thirty nine thousand five hundred fifty only)</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall include (but not limited to) Supply, testing & inspection at manufacturer’s works, packing, dispatch, transportation, delivery to site, UGD Project at Bailhongal, Belgaum District, Karnataka.

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

Time schedule of tender activities:
(i) Date & Time of sale of Tender Documents From **19.01.2015**
(ii) Last Date & Time of Submission of Tenders On or before **27.01.2015** by **11.00 AM**
(iii) Date & Time of Opening {Envelope-1} **27.01.2015** by **11.30 AM**

2.0 Tender documents comprising of the following are available on the website of EPI: [www.epi.gov.in](http://www.epi.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)

i) Notice Inviting Tender (NIT)
ii) Memorandum
iii) Instructions to Tenderers (Suppliers)
iv) Addendum to Instructions to Tenderers (Suppliers)
v) General Purchase Conditions (GPC)
vi) Special Conditions of Contract (SCC)
vii) Technical Specifications
viii) Price Bid

3.0 a) The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website. The tender fee of Rs. 1,000.00 (Rupees one thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Chennai shall be submitted by the bidder along with their bid in Envelope-1.

b) Alternatively, Tender documents can be obtained from the The Group General Manager, Engineering Projects (India) Ltd., 3D-EC Chambers, # 92, G.N.Chetty Road, T.Nagar, Chennai-600 017, from 11.00 AM to 04.00 PM on all working days (Monday to Friday) except Public Holidays, on submission of request letter and on payment of Rs. 1,000.00 (Rupees one thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Chennai.

Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory.

4.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 39,550/- (Rupees Thirty nine thousand, five hundred fifty 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 favouring, “Engineering Projects (India) Ltd.”, payable at Chennai or in the form of Bank Guarantee of any Nationalized Bank/scheduled bank, in accordance with the prescribed proforma, favouring “Engineering Projects (India) Ltd., Chennai”. 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 with inadequate amount of EMD shall be rejected. PSU’s are exempted from submitting the EMD.

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

6.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion. The corrigendum, addendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.epi.gov.in or www.eprocure.gov.in only. The intending tenderers are requested to visit the EPI’s website regularly for this purpose.
The tender documents shall be issued by and submitted to:

The Group General Manager,
Engineering Projects (India) Ltd.,
3D-EC Chambers, # 92, G.N.Chetty Road,
T.Nagar, Chennai-600 017,
TEL. NO.: 044-28157106,28156886,28156421
FAX NO. : -044-28156629
MEMORANDUM

REF.: Tender for Supply of ‘Salt Glazed Stone Ware (SGSE) Pipe’ for UGD Project at Bailhongal, Belgaum District, Karnataka

NIT No. : SRO/MKT/TH/365 dtd. 19.01.2015

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
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<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td>Tender for Supply of ‘Salt Glazed Stone Ware (SGSE) Pipe &amp; fittings’ for UGD Project at Bailhongal, Belgaum District, Karnataka</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td>KUWS &amp; DB, Belgaum</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>Item Rate</td>
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<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>Rs.39,550/- (Rupees Thirty nine thousand, five hundred fifty only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>19,77,545/- (Rupees Nineteen lakhs, seventy seven thousand, five hundred forty five only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>1 month (One Month) from the date of issue of Purchase order.</td>
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<td>vii)</td>
<td>Mobilization Advance</td>
<td>Not Applicable</td>
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<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>x)</td>
<td>Validity of Tender</td>
<td>90 (Ninety) days</td>
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<tr>
<td>xi)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>Not Applicable</td>
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<td>xii)</td>
<td>Time allowed for starting the work</td>
<td>The date of start of contract shall be reckoned from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>xiii)</td>
<td>Defect Liability Period</td>
<td>12(Twelve) Months from the date of commissioning of the installation or 18 months from the date of last lot of supply at Site whichever is earlier.</td>
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<td>xiv)</td>
<td>Arbitration</td>
<td>Amended</td>
</tr>
<tr>
<td>xv)</td>
<td>Jurisdiction</td>
<td>Courts in Bangalore</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS): _________________________________________

OCCUPATION: _________________________________________

ADDRESS: _________________________________________

_________________________________________

_________________________________________

SEAL OF TENDERER
INSTRUCTIONS TO TENDERERS (Suppliers)

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, Southern Regional Office, 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’, ‘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:

   The Group General Manager,
   Engineering Projects (India) Limited,
   3D-EC Chambers, # 92, G.N. Chetty Road,
   T.Nagar, Chennai-600 017

4. The tenderer is required to submit their offer in 2 separate sealed and supercribed 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 unpriced copy of price bid and supercribe 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. Incase 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 Chennai or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed proforma valid for 120 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

This must be submitted in 1st envelope super scribed 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’ 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 Price Bid opening / 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 cum performance Bank guarantee 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 on 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 to 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 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 been tertained 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 Bangalore 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

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ADDENDUM TO “INSTRUCTIONS TO TENDERER (SUPPLIERS)”

NIT No. : SRO/MKT/TH/365 dtd. 19.01.2015

1.0 CLAUSE NO. 3 of Instructions to Tenderers stands amended as below :
Tenders shall be submitted in sealed Tender:

The Group General Manager,
Engineering Projects (India) Limited,
3D-EC Chambers, # 92,G.N.Chetty Road,
T.Nagar,
Chennai-600 017

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

The tenderer is required to submit their offer in 2 separate sealed and superscribed envelopes indicating the following:-

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to furnish the documents as required in “Notice Inviting Tender” Clause No. 1.0 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, and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

2nd Envelope (Price Bid)

The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription “Price Bid” No terms and conditions or deviations if any or any other thing should be kept in this envelope.

The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and Technically acceptable shall only be opened.

The 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
4.0 CLAUSE NO. 11 of Instruction to tenderers (Suppliers) stands modified as below:

The EMD of successful bidder shall be retained as Security deposit till completion of all supplies under their scope and shall be refunded with in 60 (Sixty) days after completion of total supply.

5.0 CLAUSE NO. 15 of Instructions to Tenderers (Suppliers) stands amended as below:

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

6.0 CLAUSE NO. 17 of Instructions to Tenderers (Suppliers) stands amended as below:

The tender shall remain open for acceptance for a period of 90 days from the opening of price bid of the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

7.0 CLAUSE NO 19 of instruction to tenderers (Suppliers) - stands deleted

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

9.0 CLAUSE NO. 25 of Instructions to Tenderers (Suppliers) stands deleted.

All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.
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 despatched 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 despatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.

1.5 'Inspectors': Inspectors deputed by BUYER.

2. TERMS & EXPRESSIONS

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

3. PRICES

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

4. Payment Terms

Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a cheque or demand draft in accordance with the following procedure.
4.1 90% of the price of the equipment/material shall be paid on proof of dispatch to the consignee through bank or delivery to an interim consignee, if any, and on production of Inspection Note issued by the Inspector, Maker's Test Certificate, the number- and date of the Railway receipt, postal receipt, bill of lading or consignment note under which the goods charged for in the bill are despatched by rail, post, sea or air respectively and the number and date of the letter with which such railway receipt, post receipt, bill of lading shall also be attached to the bill and in the case of stores despatched 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 despatch 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/subsupplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier.

If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier.

In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices.

Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.
In any case, the stores must be strictly in accordance with the Purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. Maker’s Test Certificate:

Maker’s Test Certificate shall be supplied by the supplier at the time of inspection. Failure to comply may cause delay in the issue of certificate of inspection and consequent delay in delivery and payment.

8. Packing, Marking and Painting:

A. The stores shall be despatched by the supplier adequately packed in appropriate packing which should be suitable for sea and inland carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and all equipment should be properly lubricated.

B. Each package shall contain packing list in English. Each packing shall bear the following marking in English, in indelible paint:

(i) Address of the Ultimate Consignee (ii) Address of the Interim Consignee, if any (iii) Name of Railway Station for ultimate and interim consignee, (iv) Supplier’s name (v) Name of Equipment (vi) Railway Station from wheredespatched (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 abovementiong on them.

As far as possible, size of packings shall remain within the permissible limit allowed by the Indian Railways. If this is not possible, timely information will be given and necessary over dimension sanction obtained.

9. Security Deposit:

The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptancel of Purchase Order for due and proper fulfilment of the contract. This security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalised Bank (if from any other bank the bank guarantee should be duly countersigned by State Bank/Reserve Bank). The bank guarantee should remain valid till completion of supplies.
10. Despatch Instructions:

Despatches 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 into good working order.

12. Respect of Delivery Date:

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorisation in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. Penalty for late deliveries:

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

14. Risk Purchase on Default

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract upto the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.
15. Delay due to force majeure

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Chairman and Managing Director,

EPI, New Delhi as to whether the deliveries so resumed shall be final and binding on both the parties. In case Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

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

16. Rejection, Removal of Rejected Goods and Replacement

In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the Supplier at his/its own expenses and risk within the time allowed by the BUYER. The BUYER shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid. All expenses incurred by the BUYER for such disposal shall be to the account of the supplier. The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

17. Warranty

The supplier shall warrant that every material/plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality.

The items should be consistent with the established, recognised 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 notwithstanding inspection,
payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.

18. Performance Guarantee

The supplier shall guarantee that any/all material used in execution of the Purchase Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects.

The supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12 months after the same has been put in service or 18 months from the date of despatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

19. Indemnity

The supplier shall at all times indemnify the BUYER against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the BUYER, the BUYER shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise therefrom.

The supplier shall not be liable for payment of any royalty, licence 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 itemised and priced list of spare parts required for two years normal operation of the equipment along with the quotation

21. Drawings

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

22. Literature of Equipment

Following literature and documents for the equipment shall be supplied in five copies each free of cost along with the equipment,

(a) Operator’s instructions  (b) Service Manual  (c) Illustrated and detailed parts

Signature of the Contractor   Page 17 of 30   EPI
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 therein 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 re-enactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.

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

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

The work under the contract shall, if reasonably possible continue during the arbitration proceedings.
The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each disputes or difference referred to him.

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

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

24. Court Jurisdiction

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Bangalore 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:
   
   Stockiest:

8. Facilities Available In House Through External Agency
   
   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

11. Whether IS certified or not

12. Reference list of important customers during last five years
13. Ability to give after sales service

14. Sample sent or not

To Incharge MMD Signature of Vendor / Supplier

EPI 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
Technical Specifications.

NIT No.: SRO/MKT/T/H/365 dtd. 19.01.2015

The spigot end of stoneware pipes shall conform to IS: 651 and IS: 4127. The method of manufacture shall be such that the form and dimensions of the finished pipes are accurate. The pipe shall be free from visible defects such as fire cracks or hair cracks without any broken blisters. The thickness of barrel and socket for various diameters of pipes shall be as specified in IS:651.

Each pipe unit shall be of 0.6-0.9mtr length, exclusive of the internal depth of socket.

The Stone ware tee shall be of 150mmx 100 mm size well glazed and confirming to IS:651 and IS: 4127.
SPECIAL CONDITIONS OF CONTRACT (SCC)

NIT No.: SRO/MKT/T/H/365 dtd. 19.01.2015

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

1.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) Supply of ‘Salt Glazed Stone Ware (SGSW) Pipe & fittings’ for UGD Project at Bailhongal, Belgaum District, Karnataka. including packing, dispatch, transportation, delivery to site, performance guarantee testing and handing over to KUWS & DB, Bailhongal.

2.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT). The Bidders are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of bidders who fulfill the eligibility criteria only be opened. The decision of EPI in this regard shall be final & binding on the bidders.

3.0 DISQUALIFICATION

In addition to clause no. 14 of Instructions To Tenderers (Suppliers), the bidders may note that they are liable to be disqualified and may not be considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the bidder, inordinate delay in completion, consistent history of litigation/arbitration awarded against the bidder or any of its constituents or financial failures due to bankruptcy etc. in their on going/past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the bidders attempt to influence any member of the selection committee.

e) Non submission of Tender Fee and EMD or with inadequate amount of EMD. 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 bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.
4.0 EPI reserves the right to independently verify the performance of the bidder from the Existing owners/users/owners’ Consultants. In case any installation of the bidder is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying criteria.

In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

5.0 PAYMENT TERMS

The Clause No. 4 of GPC shall be replaced as under:

The bidder shall reimburse the EPI all costs, charges, damages or expenses which the EPI may have paid or incurred on behalf of the bidder, if and to the extent to which the bidder is liable under this Contract to pay within thirty (30) days upon written request of the Engineer, failing which such costs, charges, damages or expenses shall be deducted by the EPI from any money due or becoming due by the EPI to the bidder under this Contract or any other Contract failing which such amounts shall be considered as debt from the successful bidder to the EPI and shall be recoverable accordingly.

Any Indian Income Tax which EPI may be required to deduct by law or statute, shall be deducted at the source and the same shall be paid to Income Tax Authorities on account of the bidder. EPI shall provide the bidder a certificate for such deduction of Tax. The bidder shall indicate their Permanent Account Number with the relevant Income Tax Authority to EPI. Bidders shall maintain books of account and shall get the account audited as per Section 44DA of Income Tax Act.

If the bidder is exempted from the deduction/recovery of Income Tax, no such recovery shall be made by EPI provided successful bidder furnishes valid exemption Certificate issued by Income Tax Department to this effect.

Breakup of payment shall be followed as under:-

i) 90% of the total order value specified in Price Schedule including taxes, duties shall be released on supply of consignment and getting MRC (Material Received Certificate) from EPI site office.

ii) Balance 10% of the total order value specified in Price Schedule shall be released within 30 days from the date of last lot of supply at Site.

6.0 Qty variation: EPI reserve the right to vary the quantity by (+/-)15% of the tender quantity.
7.0 VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.

i) If any rate of tax is increased or decreased, a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to the last date of submission of tender and the successful bidder becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the works contracted, the same shall be reimbursed to the successful bidder against documentary evidence of proof of payment, provided that the amount thus claimed is not paid/payable under price variation provision of the Contract.

ii) The payment/reimbursement of statutory variations in the rates of tax and/or new tax, duty or levy imposed under statute or law in India as per para (i), above, would be restricted only to direct transaction between the EPI and the successful bidder.

8.0 For Dispatch of materials to Site, the vendor shall mark consignee as KUWS & DB, Bailhongal, Belgaum District, Karnataka, and follow dispatch instruction to be given by EPI.

9.0 COMPLETION PERIOD

Completion of the total work as mentioned in the NIT & tender documents shall be 1 month (one Month) from manufacturing clearance.

10.0 The bidder shall comply with legal orders & directions of law of local bodies. The bidder shall give to the Municipality, Police, Local Bodies and concerned Governmental authorities all necessary notices relating to work that may be required under the law and obtain all requisite licenses / permissions. Nothing extra shall be paid by EPI on this account.

11.0 GUARANTEE

The bidder shall guarantee that the materials supplied by him, under these specifications shall be new and first class in every respect. He will make good any defect, which may develop within 12 months from the date of commissioning of the installation or 18 months from the date of last lot of supply at site whichever is earlier, without any extra cost to EPI/KUWS & DB.

12.0 PERMITS AND INSPECTIONS

The bidder shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for inspection and tests etc. as required at his own cost.

13.0 The supply shall be made out in accordance with the specification approved by KUWS & DB/EPI. Before the commencement of any item of work, the bidder shall correlate all the relevant drawings/documents/specification issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-
Charge before the execution of work. The bidder alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/or incomplete information. Nothing extra shall be paid on this account whatsoever shall be payable to the bidder for these performance tests.

14.0 Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers (Suppliers), General Purchase Conditions (GPC), Special Conditions of contract (SCC), Technical Specifications, Drawing, Schedules, and Annexure & Addendum etc. to tender Document.

15.0 The bidder has to arrange for inspection of Material and shall submit internal inspection certificate/document and nothing extra shall be paid.

16.0 Care shall be taken in handling of material to avoid damage. Any damages made to the material during transit shall be made good by the bidder at his own cost.

17.0 TEST CERTIFICATE

All manufacturer’s certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to EPI for onward submission to KUWS & DB.

18.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:

The bidder shall provide such facilities at his own cost as will be necessary for inspection of the material before dispatch at his or his associate’s works and also for witnessing such tests as per technical specifications, as are done at the works if so required by KUWS & DB/EPI. The bidder shall give minimum two weeks notice regarding the dates proposed for inspections. The Tenderer shall submit list of test on Materials, which shall be carried out at manufacturer’s premises. The bidder shall submit the QAP with in 1 week of receipt of P.O. for approval by KUWS & DB.

19.0 It will be the sole responsibility of bidder to obtain all statutory approvals and completion clearance from the all relevant statutory bodies and for all otherservices as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI with the local bodies will also have to be done by the bidder. Nothing extra shall be payable to bidder on this account. No claim whatsoever in this regard shall be entertained.

20.0 LIQUIDATED DAMAGES DUE TO DELAY IN “COMPLETION OF THE FACILITIES”:

The Clause No.13 of GPC shall be amended & replaced as under: If the Successful bidder fails to attain completion of the work within the time of completion or any extension thereof, due to reasons not attributable to the EPI, the EPI shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Successful bidder’s bills or by encashment of their Bank Guarantees at the rate of 0.5% of the Contract Price plus escalation, if any, excluding taxes & duties per complete week of delay or part thereof up to a maximum of 5% of the contract price plus escalation, if any, excluding taxes & duties. However, the payment of liquidated
damages shall not in any way relieve the successful bidder from any of its obligations to complete the facilities or from any other obligations and liabilities of the successful bidder under the contract.

21.0 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:

21.1 Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or 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 and if CMD or such person discharging the function of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such other 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.

21.2 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 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.

21.3 It is a term of the contract that the Bidder 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.

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

21.5 The work under the contract shall continue, if required, during the arbitration proceedings.
21.6 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.

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

21.8 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 Bidder 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.

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. 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.

22.0 Clause nos 9,11,20,21 & 22 of GPC stands deleted.
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

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

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

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

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

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

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

Dated…………………………this day of……………..200.
For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)
ENGINEERING PROJECTS (INDIA) LTD
(A Govt. of India Enterprise)
PRICE BID

NIT No.: SRO/MKT/T/H/365 dtd. 19.01.2015

Work: Tender for Supply of ‘Salt Glazed Stone Ware (SGSW) Pipe & fittings’ for UGD Project at Bailhongal, Belgaum District, Karnataka.

<table>
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<tr>
<th>Sl no</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate (In Rupees)</th>
<th>Remarks</th>
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<td>Supplying Glazed Stone ware pipes of 150 mm dia</td>
<td>Rmt</td>
<td>9992</td>
<td></td>
<td>confirming to IS 651: 1992 with latest amendments</td>
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<tr>
<td>2</td>
<td>Stone ware tee 150mmx100mm</td>
<td>Nos</td>
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</tr>
</tbody>
</table>

Note: The bidders are instructed to give a break up of total rate quoted indicating the basic price, taxes (CST/VAT/ED) and transportation charges. The rate of CST may be mentioned with or without “C” form for interstate purchases.