ENGINEERING PROJECTS (INDIA) LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
WESTERN REGIONAL OFFICE, MUMBAI

VOLUME - I

Consisting of :

1. Notice Inviting Tender
2. Conditions of Contract
3. Letter of Undertaking, Memorandum & Technical Specification

For

Supply and Installation of Seat in Auditorium Building in Department of Architecture Building at NIT, Raipur.

EXECUTING AGENCY:
ENGINEERING PROJECTS (INDIA) LIMITED
SHORT NOTICE INVITING TENDER

Tender for Supply and Installation of Seat in Auditorium Building in Department of Architecture Building at NIT, Raipur.

Engineering Projects (India) Ltd invites the sealed Item rate tenders on behalf of National Institute of Technology, Raipur, Chhattisgarh as per the brief particulars of scope mentioned hereafter for Supply and Installation of Seat in Auditorium Building in Department of Architecture Building at NIT, Raipur “In two bids( Techno commercial –Envelope 1 and Price bid- envelope-2, Both the envelopes shall be kept in Third envelope ) :-

The brief scope of work included in this tender shall include Supply and Installation of Seat in Auditorium Building in Department of Architecture Building at NIT, Raipur..

Time schedule of Tender activities

(i) Date & Time for sale/Downloading of tender documents : 24.03.2015 to 28.03.2015

(ii) Last Date & Time of submission of Tenders: On or before : 30.03.2015 till 15:00 hrs.

(iii) Date & Time of opening tender (Techno-Commercial & Price Bid): On 30.03.2015 at 15:30 hrs.
1.0  Manufacturing company listed in approved makes/vendors or the dealer of approved vendor shall be eligible for apply. The Joint Ventures are not accepted.

2.0  Tenderers have to confirm whether they are registered under MSME Act or not, if so, relevant copy of the registration letter is to be attached in Envelope-1.

3.0  Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in/ & CPP Portal: www.eprocure.gov.in

(i) Notice Inviting Tender, Special Conditions of Contract, Memorandum, Letter of Undertaking, Scope of work & Technical Specifications and Bill of Quantity/Price bid.

4.0  The complete tender documents are available on the website and the same can be downloaded by the intending bidders directly from website www.epi.gov.in & CPP Portal: www.eprocure.gov.in. The tender fees of Rs. 1000.00 (Rupees One Thousand only) (Non-Refundable) by the crossed Demand Draft favoring Engineering Projects (India) Limited, Mumbai, and shall be submitted by the bidder along with their bid in Envelope-1. The tender of any tenderer shall be rejected if in the detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory/forged. The decision of EPI in this regard shall be final and the binding the tenderer.

5.0  All tenders shall be accompanied by the Earnest Money Deposit (EMD) of ₹ 27,500/- in the form of demand Draft, favoring “Engineering Projects (India) Limited, Mumbai. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

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

7.0  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 the tender at its sole discretion.
8.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s & CPP portal. The bidders are required to check EPI’s website & CPP Portal regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped. All bidders are advised to check especially website www.epi.gov.in regularly.

9.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents.

10.0 The tender documents shall be issued by and submitted to:
   General Manager (Contract)
   Engineering Projects (India) Ltd,
   6A, 6TH Floor, Bakhtawar, Nariman Point, Mumbai-400021
   TEL NO. Tel No: 022 22049230
   Fax : 022 22882177, e-mail: wromumbai@epi.gov.in

The tenderers are requested to furnish the following documents for Tender for Supply and Installation of Seat in Auditorium Building in Department of Architecture Building at NIT, Raipur

ENVELOPE - I

i. Tender fee Rs.1000/- in the form of DD in favour of Engineering Projects (India) Limited, Payable at Mumbai
ii. EMD for Rs. 27,500/- (Rupees Twenty seven thousand five hundred only) in the form of DD in favour of Engineering Projects (India) Limited, Payable at Mumbai
iii. Proof as Authosied dealer for the make specified : Godrej.
iv. Product catalogue
v. Copy of PAN card
vi. Details of VAT/Service tax registration
vii. All the tender documents should be signed and stamped as a token of acceptance of the tender conditions.
Envelope II : Price Bid

i. 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.

Envelope III: Both Envelope I & II to be place in Envelope III and superscribed on Tender for Supply and Installation of Seat in Auditorium Building in Department of Architecture Building at NIT, Raipur

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.
CONCLUSIONS OF CONTRACT

The following Conditions of Contract shall be read in conjunction with NIT

1. Prices

The price quoted shall be firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons whatsoever which may occur while the order is being carried out.

2. Payment Terms:

Unless otherwise agreed upon between the parties, payment will be made on submission of bills in accordance with instruction given in the purchase order by RTGS in accordance with the following procedure.

2.1 80% of the price of the material shall be paid within seven (7) days receipt of material at site in good condition. The invoice should be supported by manufacturer test certificate, internal inspection Report.

2.2 Balance 15% of price of material shall be released after successful Installation.

2.3 Balance 5% after Defect liability/Guarantee Period of 1 Year. The payment may be released against submission of BG of Equivalent amount.

3. The rates quoted by the bidder shall be inclusive of all taxes, freight, packing & forwarding, excise duties and other charges as applicable on FOR site delivery basis including Loading, Unloading Transit Insurance etc.

4. Inspection, Checking Testing:

The material supplied shall be tested as per specifications and it must conform to specifications. EPIL/NIT shall have the option of inspecting the material prior to dispatch from manufacturer’s work.
5. **Maker's Test Certificate:**

   The product Guarantee Certificate is to be issued by the manufacturer for Guarantee for One Year

6. **Security Deposit:**

   The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalised Bank. The bank guarantee should remain valid till completion of supply.

7. **Delivery Date:**

   The time and delivery date as agreed shall be the essence of the contract. No variation shall be permitted, except with prior authorization in writing from the Buyer. Goods should be delivered in good order and conditions at the place and within the time specified for their delivery and Installation to be done within the time schedule.

8. **Penalty**

   The time and date of supply and Installation 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 day of delay or part thereof limited to an aggregate of 5%.

9. **Risk Purchase on Default**

   In case of default on the part of the supplier to supply all the stores or part thereof covered by the Contract up to the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 8 above for resultant delay.
10. 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.

11. 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.
12. Conciliation and Arbitration

No arbitration proceeding shall be permitted.

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES / GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating to the 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(10)/2001-PMA-GL1 dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

3. 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 Mumbai only.

4. 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.
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED
(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : Tender for
NIT No. : EPI/WRO/CON/

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

2. The contents of clause 1.2 and 1.3 of the Tender Documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

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

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Dated :__________________
MEMORANDUM

Tender for Supply & installation of Class room furniture at National Institute of Technology Campus, Raipur, Chhattisgarh.
NIT No.: EPI/WRO/CON/

<table>
<thead>
<tr>
<th>Sl NO.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
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<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>Supply and Installation of Seat in Auditorium Building in Department of Architecture Building</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>National Institute of Technology Raipur, Chhattisgarh/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>NIT</td>
<td>₹ 27,500/=</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of contract</td>
<td>NIT</td>
<td>4 weeks from the date of issue of LOI/Work Order</td>
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<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>NIL</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>-</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>-</td>
</tr>
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<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>-</td>
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<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>30 days from the date of opening of Price Bid.</td>
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<td></td>
<td>Description</td>
<td>Value</td>
<td>Details</td>
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<tr>
<td>xii.</td>
<td>Security Deposit</td>
<td>9.0</td>
<td>5% of contract value within 7 days from the date of issue of LOI through fax/e-mail.</td>
</tr>
<tr>
<td>xiii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% of contract value</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned from date of issue of LOI.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>12 months from taking over by client.</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts at Mumbai.</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER
NAME (CAPITAL LETTERS) : ______________________________________
OCCUPATION : ______________________________________
ADDRESS : ______________________________________

SEAL OF BIDDER