NOTICE INVITING TENDER

TENDER No.: BHI/PI(S)/665/1062

FOR

SUPPLY OF M.S. PAINTED LADDER TYPE CABLE TRAYS OF DIFFERENT SIZES FOR AUGMENTATION OF RAW MATERIAL RECEIPT AND HANDLING FACILITIES FOR NEW OHP, PART-B (PACKAGE NO.-061) FOR BHILAI STEEL PLANT AT CHHATTISGARH

Vol. - I

(Notice Inviting Tender (NIT), General Purchase Conditions, Additional Purchase Conditions (APC), Instructions to Tenderers, Memorandum)

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

B- 252, Street No.-5,
Smriti Nagar, Bhilai,
Chhattisgarh- 490020
epibhilai@gmail.com
ENGINEERING PROJECTS (INDIA) LTD.  
(A. Govt. of India Enterprise)  
NOTICE INVITING TENDER

NIT No.: BHI/PI(S)/665/1062  
Dated: 31.03.2015

Tender for Supply of M.S. Painted Ladder Type Cable Trays of different sizes for Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061) for Bhilai Steel Plant at Chhattisgarh.

Engineering Projects (India) Ltd. invites the sealed tender for supply of M.S. Painted Ladder Type Cable Trays of different sizes for Pkg-061 of Bhilai Steel Plant at Chhattisgarh.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of work</th>
<th>Period of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply of M.S. painted ladder type cable trays of different sizes complete as per approved technical details for Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061) for Bhilai Steel Plant.</td>
<td>10 (Ten) weeks from the date of Manufacturing clearance for supply to be given by EPI.</td>
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</tbody>
</table>

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents  
From 31.03.15 to 09.04.15 (till 4.00 PM)

ii) Last Date & Time of Submission of Tenders  
10.04.15 by 3:00 PM

iii) Date & Time of Opening Envelope-1 (Techno-Commercial Bid)  
10.04.15 at 3:30 PM

1.0 Bidders who fulfill the following criteria shall be eligible to apply. The joint ventures are not allowed.

i. The Bidder should have experience for fabrication and supply of steel structures in last five years for steel plant/ power plant/ industrial building / other projects, for which documentary evidence like certificate from client, copy of PO/ certified invoice shall be submitted.

ii. The Bidder should have the following
   a) Valid PAN No. (Permanent Account Number).
   b) ED registration no.
   c) CST / VAT registration no.
iii. Should have average annual turnover of minimum Rs. 1.00 Crore during last three financial years ending on 31.03.2014. Audited balance sheet indicating profit and loss for the last three years shall be submitted.

All the above documents shall be submitted duly signed, stamped by the authorized signatory of bidder and attested by class-1 gazetted officer / notary public.

2.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & www.eprocure.gov.in

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<thead>
<tr>
<th>S. No.</th>
<th>Volume</th>
<th>DESCRIPTION</th>
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<td>i)</td>
<td>Vol - 1</td>
<td>Notice Inviting Tender (NIT)</td>
</tr>
<tr>
<td>ii)</td>
<td></td>
<td>Memorandum</td>
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<td>vii)</td>
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<td>Price Bid</td>
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</tbody>
</table>

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 fees (Non-Refundable) of Rs. 5,000.00 (Rupees Five Thousand only) by crossed Demand Draft favouring ‘Engineering Projects (India) Ltd.’ payable at Bilai, shall be submitted by the bidder along with their Bid in Envelope-1. Relevant experience certificate and other documents mentioned above clause no.-I duly attested by Gazetted officer or Notary public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion Certificates from Clients shall be in the name of the Company who is submitting the tender. The Bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any Bidder shall be rejected if on detailed scrutiny of the documents submitted along with the tender are found unsatisfactory. The decision of EPI in this regard shall be final and binding on the Bidder.

b) Alternatively, Tender documents can also be obtained from the General Manager, Engineering Projects (India) Ltd., B- 252, Smriti Nagar, Bhalai-490020 from 31.03.15 to 09.04.15 (till 4:00 PM) on request against tender fees (Non-Refundable) of Rs.5,000.00 (Rupees Five thousand only) by crossed Demand Draft/Banker’s cheque favouring “Engineering Projects (India) Ltd.” payable at Bilai. Issuance of Tender Documents to any Bidder shall, however, not construe that the Bidder is considered qualified for the tender work and the same may be rejected if on detailed scrutiny of the documents submitted along with the tender are found unsatisfactory.

4.0 All Tenders shall be accompanied with Earnest Money Deposit (EMD) of Rs. 4.50 Lac (Rupees Four Lac Fifty Thousand only) in the form of crossed Demand Draft or Pay Order favouring “Engineering Projects (India) Ltd.” payable at Bhalai or in the form of BG from any Nationalized Bank /Scheduled Bank.
5.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable for the works.

6.0 All safety measures as applicable for similar works inside Bhilai steel plant need to be strictly complied with.

7.0 Intended bidders are requested to visit the site to acquaint themselves fully with the site conditions before submitting their bids. Nothing extra shall be paid on account of site condition.

8.0 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.

9.0 EPI shall have right to verify any or all documents submitted by the bidder from the issuing authority for its correctness. If found false/ forged the offer will be summarily rejected and entire amount of EMD will be forfeited.

10.0 EPI reserves its’ right to divide the scope of supplies to multiple agencies at the lowest quoted rates. The L1 bidder shall be bound to execute the part quantity.

11.0 Time is the essence of this NIT and will be strictly adhered to.

12.0 The bidders should have valid NSIC certificate against EMD Submission.

12.1 The bidders having valid NSIC certificate are not exempted from submission of tender fees (Non-Refundable) of Rs.5,000.00 (Rupees Five thousand only) by crossed Demand Draft/Banker’s cheque favouring “Engineering Projects (India) Ltd.” payable at Bhilai.

The corrigendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.epi.gov.in and www.cppp.gov.in only. The intending Bidders are requested to visit the EPI’s website regularly for this purpose.

The tender documents shall be issued by and submitted to:

General Manager
ENGINEERING PROJECTS (INDIA) LTD.
B- 252, Street No. - 5,
Smriti Nagar
Bhilai- 490020 (C.G)
Mobile No. +919425296161
E-mail Id: epibhilai@gmail.com
INSTRUCTIONS TO TENDERERS (Suppliers)

1. Sealed tenders in the prescribed format are invited by Engineering Projects (India) Bhilai Site.

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 with in the last date of receipt of tender given in the letter inviting Tender:

   General Manager
   ENGINEERING PROJECTS (INDIA) LTD.
   B- 252, Street No. - 5,
   Smriti Nagar
   Bhilai- 490020 (C.G)
   Mobile No. +919425296161
   E-mail Id: epibhilai@gmail.com

4. 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 superscribe 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 of IIT.

5. The bidders should quote in words as well as in figures the item rates quoted by them. In absence of which the bids may not be considered and are likely to be rejected. The amount of each item should be worked out and requisite totals given.

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

6. EPI takes no responsibility for tenders lost / delayed in postal transit and therefore, tenderers should submit 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 Bhilai or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclose performa valid for 150 days (One Hundred and Fifty) 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’ and “Security Deposit cum Performance Guarantee” is enclosed herewith.

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

10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.

11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit / returned on receipt of Security Deposit and unconditional acceptance of the order.

12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney / affidavit / Board. Resolute 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.

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 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.

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

19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.
20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

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

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

23. Jurisdiction: All disputes shall be subject to Delhi Courts alone.

Seal and signature of the Tenderer
MEMORANDUM

REF. : Tender for Supply of M.S. Painted Ladder Type Cable Trays of different sizes for “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061), for Bhilai Steel Plant at Chhattisgarh

NIT No. : BHI/PI(S)/665/1062

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>ITEMS</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td>i)</td>
<td>Name of work</td>
<td>Fabrication &amp; Supply of M.S. Ladder Type Cable Trays of different sizes complete with painting (Two coat primer paint- gray Phenolic modified alkyd composition with Zinc Phosphate and two coat finish paint – high gloss phenolic alkyd modified synthetic enamel paint gray of approved make) as per approved technical details.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner/Client / Employer</td>
<td>Bhilai Steel Plant (SAIL)</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>ITEM RATE</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>Rs. 4.50 Lac (Rupees Four Lac Fifty Thousand only).</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>-</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>10 (Ten) weeks from the date of Manufacturing clearance for supply to be given by EPI.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Instalments for recovery of Mobilisation Advance</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>x)</td>
<td>Validity of Tender</td>
<td>90 (Ninety) Days from the opening of Price</td>
</tr>
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</table>
xi) Security Deposit cum Performance Guarantee
   5% (Five Percent only) of Order value upto defects liability period. (refer APC cl. No. 8.0)

xii) Time allowed for starting the work
    The date of start of contract shall be reckoned 7 (Seven) days from the date of LOI.

xiii) Defect Liability Period
     12 (Twelve) Months from the date of last lot of delivery at site or one year from the date of trial whichever is earlier.

xiv) Arbitration
    Amended

xv) Jurisdiction
    Courts in DELHI / NEW DELHI

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) :

OCCUPATION

ADDRESS

SEAL OF TENDERER
GENERAL 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 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 material shall be paid on proof of despatch 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 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 despatch before and after completion of packing.

The supplier shall inform the BUYER at least 7 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier’s or his/its sub-supplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier.

If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier.
In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices.

Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and 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 where despatched (vii) Purchase Order No. & Date (viii) Package Number (ix) Gross Weight in Kg (x) Net Weight in Kg. (xi) Outer Dimension in Cms. (xii) TOP 'Do NOT TURN OVER' 'HANDLE WITH CARE' etc.

The package shall indicate the centre of gravity with a red vertical line, wherever required, together with marking for slings.

The package which cannot be so marked shall have metal tags with the above marking on them.

As far as possible, size of 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 acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalised Bank (if from any other bank the bank guarantee should be duly 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 authorization in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. **Penalty for late deliveries:**

The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 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, recognized or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue notwithstanding inspection, payment, acceptance of tendered equipment / material 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, license fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfillment of the contract.
20. **Spare Parts**

The supplier shall furnish itemised and priced list of spare parts required for two years normal operation of the equipment alongwith 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 alongwith the equipment,

(a) Operator’s instructions 
(b) Service Manual 
(c) Illustrated and detailed parts catalogues 
(d) Specifications 
(e) A list of service tools required for routine servicing of the equipment.

23. **Arbitration**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions 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 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 Delhi/New Delhi only.
ADDITIONAL PURCHASE CONDITIONS (APC)

1.0 The following Additional Purchase Conditions shall be read in conjunction with General Purchase Conditions (GPC) and ITT (Suppliers). If there are any provisions in these Additional Purchase Conditions, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Additional Purchase Conditions shall take precedence.

2.0 INTRODUCTION

As part of expansion project of the owner/client viz Bhilai Steel Plant, in its approach note for corporate plan 2011-12, indicated that the production potential of BSP would be 7.0 MTPY of crude steel, subject to implementation of strategies to overcome the present constraints and providing certain additional facilities. Present facilities in OHP to receive, unload & store raw material in OHP is insufficient mostly due to logistical problems in placement of rakes in yard, weighment, placement of rakes in tippler & collection of empty wagons, transportation of raw material to the yard etc. This is causing a lot of wagon detention and thereby heavy demurrages are paid to the Railway authority. Additionally logistics for stockpiling in the manner desired and reclamation also posed bottlenecks. To overcome this problem, a scheme with one additional Wagon Tippler with all related facilities including conveyor system, interconnection of existing & proposed unloading stream, two additional beds for stockpile in the existing OHP with one Stacker, one Reclaimer, yard conveyors etc. have been envisaged.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) Fabrication and Supply of M.S. ladder type cable trays of different sizes complete with painting (Two coat primer paint- gray Phenolic modified alkyd composition with Zinc Phosphate and two coat finish paint – high gloss Phenolic alkyd modified synthetic enamel paint gray of approved make) for “Augmentation of Raw Material Receipt and Handling Facilities for New OHP, Part-B (Package No.-061)” for Bhilai Steel Plant at Chhattisgarh, as per approved technical details and BOQ given in the Tender Document.

4.0 QUALIFICATION OF BIDDERS

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. The price bid of bidders who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the bidders.
5.0 **DISQUALIFICATION**

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 valid NSIC certificate against EMD Submission.

f) Non Submission of Tender Fee.

e) Submission of NSIC Certificate against Tender Fee.

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.

6.0 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.

7.0 **PAYMENT TERMS**

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

i) 90% of the total order value specified in Price Schedule excluding taxes, duties (except service tax) shall be released towards progressive payments as per approved billing schedule to be submitted by successful bidder for EPI’s approval after completing supply of cable trays to site and getting MRC (Material Received Certificate) from EPI site office and 100% of the taxes and duties on submission of documentary evidence.

ii) 10% of the total order value shall be released after getting performance guarantee certificate from MECON / BSP or 06 months from the date of receipt of last consignment, whichever is earlier.
7.2 Taxes and Duties:

i) Price quoted by bidder shall be exclusive of all taxes & duties as per the price schedule of NIT document. Taxes & duties shall be duly indicated separately and payable extra.

ii) Transit insurance shall be in EPIL scope however all documents related to transit insurance shall be provided by the bidder.

8.0 Security Deposit and Performance Guarantee:

The clause no. 9 of GPC shall be replaced as under:-

The bidder shall furnish security deposit of 5% of the ordered value either by Bank Guarantee in the stipulated proforma or crossed Demand draft or pay order of any nationalized Bank / scheduled Bank within one week from the date of LOI or otherwise the equal amount of security deposit shall be deducted from the successful bidder's invoices @ 50% of the payable amount till attaining the 5 % of the ordered value.

9.0 The contract price shall not include Entry Tax. Since the same shall be paid and borne by the BSP/MECON.

While raising invoice for such goods, the invoice should contain the following:

a) Tax payer Identification Number under C.G. VAT Act.

b) In case of supplies manufactured within Bhilai Municipal Local Area, then “Goods Sold is Local Goods” is to be endorsed.

c) In case of Entry Tax paid supplies, “Material is Entry Tax Prepaid” is to be endorsed.

Chhattisgarh Value Added Tax (CGVAT) is applicable on purchase and sale of goods made within the State of Chhattisgarh. The successful bidder is to provide the VAT paid invoices for reimbursement of the VAT amount and to enable the BSP/EPI to avail the VAT Input Tax Credit thereon. Failure to provide invoices in above format would lead to non-availing of input credit by EPI. Thereby is to be borne by bidder.

The applicable VAT input tax credit available to BSP is indicated below:-

<table>
<thead>
<tr>
<th>VAT Rate as per CGVAT Act (%)</th>
<th>CG VAT Amount (Rs.)</th>
<th>CG VAT Input tax Credit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.53</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2.11</td>
<td></td>
</tr>
<tr>
<td>12.5</td>
<td>10.61</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>NIL</td>
<td></td>
</tr>
</tbody>
</table>
The bidders are to indicate the CG VAT input tax credit to be passed on to BSP in the price bid for the evaluation of their offers. The VAT input tax credit committed by the successful bidder will be reconciled and necessary adjustment effected.

10.0 VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.

i) If 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 of 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.

11.0 For Dispatch of materials to Site, the vendor shall mark consignee as “Bhilai Steel Plant, SAIL A/c EPIL, Bhilai” and follow dispatch instruction to be given by EPI.

12.0 Completion of supply of all cable trays including accessories, if any, to site after inspection of complete items by BSP / MECON / EPI shall be 10 (Ten) weeks from the date of Manufacturing clearance for supply to be given by EPI.

13.0 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.

14.0 GUARANTEE

The bidder shall guarantee that the materials and workmanship of the apparatus installed 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/BSP.

15.0 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.

16.0 LICENCES

The bidder shall arrange for obtaining the license for the operation and approval of drawings for the equipments etc. as required from the local Government/authorities at his own cost & nothing extra shall be payable.
17.0 The work shall be carried out in accordance with the technical details and drawing approved by the EPI/BSP/MECON. Before the commencement 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.

18.0 The bidder shall give performance tests of the entire installation(s) as per specifications and drawings before the work is finally accepted and nothing extra whatsoever shall be payable to the bidder for these performance tests.

19.0 BOQ

I. Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers (Suppliers), Addendum to ITT (Suppliers), General Purchase conditions, Additional Purchase Conditions (APC), Technical details, Drawing, Schedules etc. to tender Document.

II. Variation as (+/-) 25% in total cost shall be considered.

III. The unit rate for any quantity variation (+/-) shall remain unchanged & the same shall be applicable as quoted in the Price Schedule.

20.0 Use of steel:

The bidder shall use such items of steel as are manufactured by SAIL, RINL, Tisco, Essar, Jindal, Ispat or any other reputed Make conforming to BIS standards.

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

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

23.0 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 BSP/MECON.

24.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:

The bidder shall provide such facilities 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 BSP/MECON/EPI. The bidder shall give minimum 7 days notice regarding the dates proposed for inspections. The Tenderer shall submit QAP, internal test reports on components of equipments, which shall be carried out at manufacturer’s premises.
25.0 LIQUIDATED DAMAGES DUE TO DELAY IN “COMPLETION OF THE FACILITIES”:

The Clause No.13. of GPC shall be replaced as under:

If the Successful bidder fails to attain completion of the facilities 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 RA bills or by encashment of Successful bidder’s 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.

26.0 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:

26.1 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.

26.2 If the arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.
26.3 It is a term of the contract that the party invoking the arbitration shall specify the Dispute/differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

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

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

26.6 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.

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

26.8 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 here in above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below: -

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

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

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained D.O. No. DPE/4(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.
27.0 CENVAT

27.1 Void

27.2 The Bidder will ensure dispatches of his own manufactured as well as all bought out plant, equipment & materials directly to work site of the BSP/EPI in such a manner that the BSP/EPI will get the CENVAT benefit on account of Excise Duty on indigenous plant, equipment & materials and Countervailing duty (if any), Cess and Additional Duty of Customs on imported plant & equipment.

27.3 Excise Invoices for all indigenous plant, equipment & materials shall be made consigned to “Steel Authority of India Limited – BHILAI Steel Plant” for availing CENVAT Credit under relevant Rules and shall be furnished by the Bidder to the BSP/EPI for availing CENVAT Credit.

27.4 For supply of all imported plant & equipment by overseas suppliers, the Bidder shall furnish all required Documents including bill of entry in original etc. to enable the BSP/EPI to avail the CENVAT Credit.

27.5 The Bidder shall also submit any other Document required by the BSP/EPI to avail the CENVAT credit. In case, the Bidder fails to submit the required document for availing the CENVAT credit by the BSP/EPI in respect of supplies, the amount of Excise Duty on such indigenous plant & equipment and countervailing duty on imported plant & equipment may be recovered by the BSP/EPI from the Bidder unless the Bidder furnishes proper justification.

27.6 Bidder shall submit all relevant document required by the BSP/EPI to avail the VAT towards admissible input tax credit as per Chhattisgarh VAT and Chhattisgarh VAT rule as prevailing and/or as modified from time to time. In case the Bidder fails to submit the required documents for availing the VAT credit by the BSP/EPI, the amount of balance guaranteed VAT will not be reimbursed to the Bidder. However, VAT credit in excess of guaranteed amount will be to BSP/EPIs account.

27.7 The BSP/EPI will issue way bills as required for dispatch of materials to the Bidder on request. Advance intimation in this regard is to be given by the Bidder to the BSP/EPI.

27.8 For direct supply of the indigenous bought-out plant & equipment by the Sub-Bidder to the BSP/EPI, the Bidders will draw their invoices as per relevant trade notice to enable the BSP/EPI to avail the CENVAT Credit.

28.0 Dispatch instructions shall be issued to successful bidder separately.

29.0 JURISDICTION:

The Courts in Delhi / New Delhi alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other Courts.

30.0 EPI reserves its’ right to divide the work to multiple vendors at the lowest quoted rates. The L1 bidder shall be bound to execute the part quantity.
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/ Contractor/ 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)
SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

The Chairman & Managing Director
(A Govt. of India Enterprise),
Engineering Projects (India) Ltd.
Core-3, SCOPE Complex
7, Institutional Area, Lodhi road
New Delhi – 110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd. (A Govt. of India Enterprise), Core-3, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter called ‘EPI’ which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of Supply Contract/Contract/Sub-Contract no. ______________ Dated ______________________ made between M/s __________________________ (hereinafter referred to as the said Supplier/Contractor/Sub-Contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with ______________________________ (hereinafter called ‘The said Supply Contract/Contract/Sub-Contract) to accept a Deed Security Deposit-cum-Performance Bank Guarantee as herein provided for ______________________ in lieu of:

a) The Security Deposit to be made by the said Supplier/Contractor/Sub-Contractor for the due fulfillment by the said Supplier/Contractor/Sub-Contractor of the terms and conditions contained in the said Supply Contract/Contract/Sub-contract, and

b) Fulfillment of the conditions of the said Supply Contract/Contract/Sub-Contract by furnishing a security for the performance of the works and/or equipment/materials supplied in accordance with conditions of the said Supply Contract/Contract/Sub-Contract.

1. We __________________________ (hereinafter referred to as “the said bank which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at __________________________ do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of (____________________________) Only against any loss, damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EP [I by reason of any breach or breaches by the said Supplier/Contractor/Sub-Contractor of any of the terms and conditions contained in the said Supply Contract/Contract/Sub-Contract and or any amount becoming due for non-
performance and/or penalty as assessed by EPI and to unconditionally pay the amount claimed by EPI on demand and without demur and protest.

2. We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Supply Contract/Contract/Sub-Contract and till all the dues of EPI under the said Supply Contract/Contract/Sub-Contract or by virtue of any of the terms and conditions governing the said Supply Contract/Contract/Sub-Contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said Supply Contract/Contract/Sub-Contract have been fully and properly carried out by the said Supplier/Contractor/Sub-Contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 months.

3. EPI shall have the fullest liberty without affecting in any way the liability of the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Supply Contract/Contract/Sub-Contract to extend time of performance of the said Supply Contract/Contract/Sub-Contract or to postpone for any time and from time to time any power’s exercisable by it against the said Supplier/Contractor/Sub-Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Supply Contract/Contract/Sub-Contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier/Contractor/Sub-Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.

4. We, the said Bank, further agree that EPI shall be the sole judge of and as to whether the said Supplier/Contractor/Sub-Contractor has committed any breach or breaches of any of the terms and conditions of the said Supply Contract/Contract/Sub-Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said Supplier/Contractor/Sub-Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the Bank.

5. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of EPI and liabilities of the said Supplier/Contractor/Sub-Contractor arising up to and until mid night of ________________________, subject to the claim period as mentioned in para ______________.

6. This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said Supplier/Contractor/Sub-Contractor obligation/liabilities under and/or in connection with the said Supply Contract/Contract/Sub-Contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or
security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENFORCING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said Bank from its full liability hereunder:

7. EPI shall be at liberty without reference to the said Bank and without effecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier’s/Contractor’s/sub-Contractor’s obligations and/or liabilities under or in connection with the said Supply Contract/ Contract/ Sub-Contract.

8. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said Supplier/Contractor/Sub-Contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

9. The said Bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the said Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said Supplier/Contractor/Sub-Contractor (whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said Supplier/ Contractor/ Sub-Contractor stopping or preventing or purporting to stop or prevent any payment by the said Bank to EPI in terms hereof. The amount stated in any notice of demand addressed by EPI to the Guarantor Bank as liable to be paid to EPI by the Supplier/ Contractor/ Sub-Contractor on account of any losses or damages or costs, charges and/or expenses shall as between the said bank and EPI be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur and protest.

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

11. It shall not be necessary for EPI to proceed against the said Supplier/Contractor/Sub-Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which EPI may have obtained or obtain from the Supplier/Contractor/Sub-Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

12. Our liability under this guarantee shall be restricted to _________________ and this guarantee shall remain in force until midnight of _________________ unless a claim to enforce this guarantee is filed with us within six months from _________________. (which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

DATED ---------------------------- THIS day of -----------------------200...

FOR AND ON BEHALF OF BANK