NOTICE INVITING TENDER

Sub:- Tender Enquiry for supply of OPC 43 Grade Cement against ‘C’ Form for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore

NIT No. : BLR/IISc/689/031 dtd 07.05.2015

Last date of receipt of tender : 14.05.2015

Delivery : Two Months.

Engineering Projects (India) Ltd invites sealed tender for Supply of 43 Grade Ordinary Portland Cement (OPC) against ‘C’ Form for Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore in sealed cover for items as mentioned in Price Bid and Instruction to tenderer (ITT) enclosed and as per details technical specification.

The quality of cement should be as per Bureau of Indian Standards Specification IS 8112.

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

**Delivery period**: Progressively within Two months from the date of Purchase Order, or as per site requirement.

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

1. NIT - 2 pages
2. Instruction to Tenderer (Suppliers) - 2 pages
3. Addendum to ‘Instruction to Tenderer (Suppliers)’ - 1 page
4. Memorandum - 2 pages
5. Special Conditions of Contract (SCC) - 4 pages
6. Technical Specification - 1 page
7. General Purchase Condition (GPC) - 7 pages
8. Check list for Evaluation & Selection of Suppliers/ Vendors - 2 pages
9. Price Bid - 1 page

The tenderers of all such parties, who are not found suitable, shall not be considered. The decision of EPI in this regard shall be final & binding on the party.

Signature of the Bidder with Seal

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

The General Manager,
ENGINEERING PROJECTS (INDIA) LTD.,
5, 1st Floor,
9th Main, RMV Extension,
Sadashivnagar,
Bangalore – 560080
Phone No. 080 - 23600542

Last date of submission of tender : 14.05.2015, 16.00 Hrs
Date & Time of Opening of Tender : 14.05.2015, 16.30 Hrs
(Techno Commercial cum Price Bid Only)

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

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

EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reasons whatsoever. The information of extension / cancellation, if any, shall be intimated separately.
INSTRUCTIONS TO TENDERERS (Suppliers)

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

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

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

   The General Manager
   Engineering Projects (India) Ltd.,
   5, 1st Floor,
   9th Main, RMV Extension,
   Sadashivnagar,
   Bangalore – 560080
   Phone No. 080 – 23600542

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

   **Envelope (Techno-Commercial cum Price Bid)**

   The tenderers are requested to furnish the documents as required in clause no. 20 in respect of the credentials and other details in this envelop.

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

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

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

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

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

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

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

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

12. EPI reserves the right to split the order.

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

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

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

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

17. 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.

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

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

20. Tenderer shall submit the following documents in respect of their credentials along with their tender in Techno-Commercial cum Price Bid envelope
   a) List of major clients
   b) List of orders executed / under execution
   c) Price Bid
ADDENDUM TO “INSTRUCTIONS TO TENDERERS (SUPPLIERS)”

NIT No:BLR/IISc/689/031                                      DATE: 07.05.2015

1. **CLAUSE NO.11 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.

2. **CLAUSE NO.17 of Instructions to Tenderers (Suppliers) stands deleted.**

   All other provisions of “Instructions to Tenderers (Suppliers)” shall remain Unchanged.
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

REF. : Tender for supply of OPC 43 Grade against ‘C’ Form as per specification IS 8112 of any approved brand as mentioned in the Technical Specifications for Construction of New Building (G+3) for Chemical Sciences.

NIT No. : BLR/IISc/689/031dt. 07.05.2015

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be application for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of Work</td>
<td></td>
<td>Tender for supply of OPC 43 Grade against ‘C’ Form as per specification IS 8112 of any approved brand as mentioned in the Technical Specifications for Construction of New Building (G+3) for Chemical Sciences at IISc campus, Bangalore.</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>Engineering Projects (India) Ltd</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Purchase Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>NIL</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs 20,00,000/-</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for supply of material</td>
<td>NIT</td>
<td>Two months from the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>Nil</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization</td>
<td>8</td>
<td>Nil</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of installments for recovery of Mobilization Advance</td>
<td>8</td>
<td>Nil</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69</td>
<td>To be mentioned in the price bid by the Bidder</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4</td>
<td>2 (two) months</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9</td>
<td>Nil</td>
</tr>
<tr>
<td>xiv)</td>
<td>Retention Money</td>
<td>10.0</td>
<td>Nil</td>
</tr>
<tr>
<td>xv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>From the date of issue of telegram / letter / FAX of Intent of Tender.</td>
</tr>
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<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>xvi)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>Nil</td>
</tr>
<tr>
<td>xvii)</td>
<td>Arbitration</td>
<td>76</td>
<td>Amended</td>
</tr>
</tbody>
</table>

**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS) :**

______________________________________________________________

**OCCUPATION**

______________________________________________________________

**ADDRESS**

______________________________________________________________

**SEAL OF TENDERER**
SPECIAL CONDITIONS OF CONTRACT (SCC)

NIT NO: BLR/IISc/689/031 Date: 07.05.2015

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

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

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.

2.1. 90% 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.

2.2. Balance 10% of price of material shall be released within thirty (30) days after receipt of material at EPI site.

3. The rates quoted by the bidder shall be inclusive of all taxes, freight, packing & forwarding, unloading at site, excise duties and other charges as applicable on FOR site delivery basis.

However, bidder must indicate the bifurcation of the various cost elements of their quoted Price in a separate statement along with the Price Bid i.e. Basic price, taxes & duties, Freight, loading & transportation cost up to site.

4. Inspection, Checking, Testing: The Clause No.6 of GPC shall be replaced as under:

The material supplied shall be tested in lots as prescribed in the clients manual / specifications and it must conform to specifications as prescribed by IS 8112 with latest revision for Grade 43.

In any case, the stores must be strictly in accordance with the purchase order failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract.

5. Maker’s Test Certificate: The Clause No.7 GPC shall be replaced as under:

Manufacture’s test certificate shall be supplied by the supplier along with the invoice / challan. Failure to comply may cause delay in release of payment by EPI.

6. Bidder / supplier must ensure delivery of Cement in bags in damage free and rust free condition failing which the BUYER / EPI shall have the right to select goods and hold the supplier liable of non-performance of contract.
7. **Packing, Marking and Painting:** The Clause No.8 of GPC shall be replaced as under:

Required OPC cement shall be supplied in Gunny / Polythene Bags of 50kg capacity, with the make, weight, ISI code reference, date of packing etc clearly and legibly marked.

8. **Security Deposit:** The Clause No.9 of GPC stands deleted.

9. **Assembly, after sales service and training:** The Clause No.11 of GPC stands deleted.

10. **Spare Parts:** The Clause No.20 of GPC stands deleted.

11. **Drawings:** The Clause No.21 of GPC stands deleted

12. **Literature of Equipment:** The Clause No.22 of GPC stands deleted.

13. Material shall be delivered at Construction of New Building (G+3) for Chemical Sciences at IISc Campus, Bangalore site.

14. Any concession applicable for EPIL for the work of construction of Educational institution Building of Government body should be considered which quoting prices and the same should be passed on to EPIL.

15. **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:-

15.1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specification, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.
15.2. 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.

15.3. 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.

15.4. 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.

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

15.6. 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.

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

15.8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.

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

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

1. In the event of any dispute or difference relating interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (office Memorandum / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Dept and another, one Govt. Dept and a Public sector Enterprises inters.

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-PMG-GL1 dated 22.01.2004 for Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.
16. **Court Jurisdiction:** The Clause No.24 of PC shall be replaced as under:

Dispute of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Chennai only.

17. **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.
1. 43 Grade (confirming to IS 8112) Ordinary Portland Cement from approved manufactures limited to ACC, Ultratech, and Coromandal&Vasavadatta makes only.

2. There shall be no relaxation of this condition.

3. Suppliers shall supply the cement in 50Kg bags bearing the manufactures name, ISI marking, date of manufacture, weight, etc. Supplies may be required in batches of 200 bags or 800 bags at a time, and the supplier must be willing to supply as required.

4. Every batch of cement supplied will be tested and the batch will be rejected in case the cube test for the batch fails. In such a case, removal of the supplied cement from the site within a given notice period will be the responsibility of the supplier. Failure to remove the cement during the given notice period will entail the removal of the cement by EPI at the risk and cost of the supplier.