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

TENDER NO.- EPI/WRO/CON/CDAC/730/0075

Supply of Cables for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra.

TENDER INVITED BY :

ENGINEERING PROJECTS (INDIA) LTD.
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ENGINEERING PROJECTS (INDIA) LTD.
(A. Govt. of India Enterprise)
6A, 6th Floor, Bakhtawar Tower,
Nariman Point, Mumbai-400021

NOTICE INVITING TENDER – (2nd CALL)

Tender No.-EPI/WRO/CON/CDAC/730/0075

Tender for Supply of Cables for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra (2nd call)

Engineering Projects (India) Ltd invites the sealed item rate tenders for Supply of Cables for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra "in two bids (Techno commercial – Envelope 1 and Price bid- envelope-2, Both the envelopes shall be kept in Third envelope ) from the eligible and interested bidders who are well equipped, experience, financially sound Firms for the following works

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>NAME OF WORK</th>
<th>ESTIMATED COST (Rs)</th>
<th>TIME OF COMPLETION</th>
<th>EMD (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender for Supply of Cables for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra</td>
<td>Rs. 1,40,00,000.00 (Rs. One Crore forty lacs Only)</td>
<td>06(six) months from the date of issue of LOI/Work order</td>
<td>2,80,000/-</td>
</tr>
</tbody>
</table>
The brief scope of work included in this tender shall include (but not limited to) supply of Cables for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune. The detailed scope of work is given in the tender documents.

The work is to be carried out on item rate basis as per bill of quantities and tender conditions. The detail scope of work is given in the tender document.

**Time schedule of Tender activities:**

- Date & Time for sale/Downloading of tender documents : **17.08.2015 from 17:00 hrs.**
- Last Date & Time of submission of Tenders : **27.08.2015 upto 14:00 hrs.**
- Date & Time of opening tender (Techno-Commercial Bid) : **27.08.2015 at 15:00 Hrs.**

Supplier who fulfill the following requirements shall be eligible to apply. The Joint Ventures are not accepted.

- a) Manufacturing Company (ISO certified) as listed in approved makes/vendor or the dealers of approved make/vendors shall be eligible to apply.
  
  The following documents shall form the part of the Tender:-

- b) Should have to submit annual financial turnover on work during the last three consecutive financial years ending on 31.03.15 duly certified by a Chartered Accountant.

- c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2015, Copies of balance sheet/ certificate from Chartered Accountant to be submitted.

- d) Should have valid PAN (Permanent Account Number of Income Tax). Copies of PAN card to be submitted.
e) Bidder should have Valid Sale Tax/VAT Registration certificate/Service Tax Registration certificates which ever is applicable Copies of documentary evidence to be submitted.

f) If Dealer is participating in the tender, the authorized dealership letter of approved Manufacture needs to be submitted.

2.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process without assigning any reason whatsoever.

3.0 Scope of Work:-

Introduction to Partially Built CDAC Innovation Park

C-DAC had constructed it on a land of approximately 60000 sq. ft. in the year 2008-09 to construct its R&D laboratory and office premises namely “C-DAC Innovation Park” situated at Survey No. 34, Panchavati, Off Pashan Road, Pune 411008 in a Multi Storied Building at Pashan, Pune of about 240000 sq. ft. CDAC is in the process of appointing EPI as contractor to complete this building.

The detailed scope of work and services required from the agencies is stipulated in this document. The eligibility criteria is also stipulated in this document.

Present Status

The structure of the building along with major Brick work, Plaster have been completed. Out of the Services, 3 lifts have been Commissioned, Partly ducting for HVAC have been erected along with chilled water pipe line, without testing in first few floors. One chiller with pumps have been erected. This work is partially complete.

Brief status of the work completed:

a) CIVIL:
Earthwork and RCC work.
Brick masonry, internal and external plaster.
Waterproofing of Terraces and overhead water tank.
Aluminum Windows and structural glazing.
Plumbing and sanitary wares/ Chromium plated fixtures.
Tiling (Dado and Floor) of all toilet blocks.
External painting.

b) **ELECTRICAL:**

   T.F. and L. T. distribution up to 3rd floor
   Auxiliary panels and distribution boards
   Partial cabling and wiring for services.

c) **HVAC:**

   2 x 370 TR Chillers installed.
   Pipes and pump works.
   Air handling units and ducting up to 3rd floor (Installation Only).

d) **ELEVATOR:**

   3 nos. lifts with triplex control installed.

e) **FIRE WORK:**

   Firefighting work hydrant and Sprinkler Installed.
The brief scope of work included in this tender shall include (but not limited to), Supply of Cables as per approved makes by client.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>NIT</td>
</tr>
<tr>
<td>2.</td>
<td>Instruction to Tenderer (Suppliers)</td>
</tr>
<tr>
<td>3.</td>
<td>Memorandum</td>
</tr>
<tr>
<td>4.</td>
<td>General Purchase Condition (GPC)</td>
</tr>
<tr>
<td>5.</td>
<td>Special Conditions of Contract (SCC)</td>
</tr>
<tr>
<td>6.</td>
<td>Price Bid / BOQ</td>
</tr>
</tbody>
</table>

5.0 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. 5000.00 (Rupees five 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. Other documents as mentioned above Cl 1.0(a) to 1.0 (f) duly attested by the Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed 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.

6.0 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of Rs.2,80,000/- in the form of DD/ Bank Guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favoring “Engineering Projects (India) Limited, Mumbai, The EMD shall be valid for minimum period of 120 days (one hundred twenty) from the last day of submission of tender. Tenders submitted without EMD or within adequate amount of EMD shall be rejected.
7.0 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.

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 the tender at its sole discretion.

9.0 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.

10.0 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/BG from the concerned department/bank.

11.0 The tender documents shall be issued by and submitted to:

General Manager (Contracts)
Engineering Projects (India) Ltd,
6A, 6TH Floor, Bakhtawar Tower,
Nariman Point Mumbai-400021
TEL NO. Tel No: 022 22049230
Fax : 022 22882177
e-mail: wro-contracts@epi.gov.in
**INSTRUCTIONS TO TENDERERS**

<table>
<thead>
<tr>
<th></th>
<th>Type of Bid</th>
<th>Two Bid System</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>1st Part</strong></td>
<td>Techno-commercial bid under a sealed cover – (Envelope ‘1’)</td>
</tr>
<tr>
<td></td>
<td><strong>2nd Part</strong></td>
<td>Price Bid - under a sealed cover – (Envelope ‘II’)</td>
</tr>
</tbody>
</table>

**1st Part Techno-commercial Bid :**

Bidders are required to submit the following tender documents duly sealed and signed in Envelop 1 (techno-commercial)

1. Tender Fee, EMD
2. Notice Inviting Tender, Instruction to Tenderers, SCC
3. General Purchase conditions
4. Documents for qualification
5. Price Bid Format (blank)

**2nd Part Price Bid (under a sealed cover)**

In this part bidder should enclose only Price bid as per price bid format enclosed in tender document. The form of Price Bid duly filled in the item rate basis format bill of quantities for supply of Cables for Construction of partially completed building, Innovation park of Centre for development of advance computing Pune Campus both in words and figures superscribed “Price Bid.” for NIT no, Due on, from (name& address of the bidder with contact no.) No other documents should be kept in this envelope.

**ENVELOPE-III**

Both the Envelopes I & II shall be put in another envelope which will be superscribed with the NIT No. mentioned above and submitted to the official address mentioned below.

<table>
<thead>
<tr>
<th></th>
<th><strong>Address for collection &amp; submission of tender</strong></th>
<th>General Manager (Contracts) Engineering Projects (India) Ltd., (A Govt. of India Enterprise) 6A, 6th Floor, BAKHTAWAR, Nariman Point, Mumbai – 400021 Tel No : 022 22049230 Fax : 022 22882177 e-mail : <a href="mailto:wro-contracts@epi.gov.in">wro-contracts@epi.gov.in</a></th>
</tr>
</thead>
</table>
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 (Name of Work as mentioned in “Notice Inviting Tender”)

   NIT No. :

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 :
FORM OF TENDER

To,

Engineering Projects (India) Limited

(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me/us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.
6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and/or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the _______________ day of ___________________________

SIGNATURE OF TENDERER NAME
(CAPITAL LETTERS): OCCUPATION __________________________

ADDRESS

______________________________

SEAL OF TENDERER

______________________________
MEMORANDUM

Ref : Tender for Supply of Cables for Construction of Partially completed Building at Centre for Development of Advance Computing (CDAC) at Pune Campus, Pune, Maharashtra.

NIT No.: EPI/WRO/CON/CDAC/730/

<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>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>Tender for Supply of Cables for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>Centre for Development of Advance Computing (CDAC) at Pune Campus, Pune.</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>Rs. 2,80,000/- (Rupees Two lakhs Eighty thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of contract</td>
<td>NIT</td>
<td>06 months from the date of issue of LOI/ Work Order</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>10% of the contract value at the interest of 12% (Advance will be paid on receipt of corresponding advance from client)</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>12% PA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>Maximum Six or No. of lots till last supply</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>N.A.</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>90 days from the date of opening of Price Bid.</td>
</tr>
<tr>
<td></td>
<td>Security Deposit</td>
<td>9.0</td>
<td>5% (Five percent only) of contract value within 10 days from the date of issue of LOI. In the form of BG which shall be returned after completion of supply.</td>
</tr>
<tr>
<td>---</td>
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<td>---------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% shall be released after completion of DLP of 12 months however same can be released against submission of B.G. on equivalent amount after commissioning of project.</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 10 days 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 the date of taking over by client.</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>N.A.</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
## List of Approved Makes

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MAKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cables</td>
<td>Polycab/Finolex/Havells/Plaza/Universal/Asain/Goster</td>
</tr>
<tr>
<td>FRLS Armoured Cable</td>
<td>Finolex / Neolex / Polycab / KEI / Ravin / Thermoflex / RPG / RR Kabel / Lapp</td>
</tr>
</tbody>
</table>
**BIDDER’S INFORMATION**

*(All the bidders must submit the document with filled in data with their offer in Technical bid)*

<table>
<thead>
<tr>
<th><strong>Company Name</strong>*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registration Number</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Registered Address</strong>*</td>
<td></td>
</tr>
</tbody>
</table>

| **Name of Partners/Directors** |  |
| **Bidder type*** |  |
| Indian/Foreign |  |
| **City*** |  |
| **State*** |  |
| **Country*** |  |
| **Postal code*** |  |
| **PAN/TAN Number*** | (PAN/TAN number must have 10 characters. e.g. AESTG2458A)  
For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number.  |

| **Company’s Establishment Year** |  |
| **Company’s Nature of business*** |  |
| **Company’s Legal status*** |  |
| Limited company/Undertaking/Joint venture/Partnership/others |  |
| **Company Category*** |  |
| Micro unit as per MSME/Small unit as per MSME/Medium unit as per MSME/Ancillary unit/Project of affected person of this company/SSI/others |  |

| **Contact Details** |  |
| **Enter Company’s Contact Person Details** |  |
| **Title *** |  |
| Mr/Mrs/Dr/Shree/Ms |  |
| **Contact Name*** |  |
| **Date of Birth*** | (DD/MM/YYYY) |
**BIDDER’S INFORMATION**

*(All the bidders must submit the document with filled in data with their offer in Technical bid)*

<table>
<thead>
<tr>
<th>Correspondence Email*</th>
<th>(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Phone *</td>
<td><em>(Phone details eg: +91 044 22272449)</em></td>
</tr>
<tr>
<td>Mobile*</td>
<td></td>
</tr>
</tbody>
</table>

*Mandatory information (must be filled by the bidders)*
1. Definition

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

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

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

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

1.5 'Inspectors' : Inspectors deputed by BUYER.

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

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

4. Payment Terms
Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a cheque or demand draft in accordance with the following procedure.

4.1 90% of the price of the equipment/material shall be paid on proof of 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 equipment/material shall be released within 30 days after expiry of the warranty period as per Clause No. 17.

5. Insurance to be arranged by BUYER.

6. Inspection, Checking, Testing

The stores covered by the Purchase Order shall be subject to preliminary inspection and testing at any time prior to shipment and/or despatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual despatch before and after completion of packing.

The supplier shall inform the BUYER at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/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 fulfilment 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 authorisation in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. Penalty for late deliveries :

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

14. Risk Purchase on Default

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

15. Delay due to force majeure

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

16. Rejection, Removal of Rejected Goods and Replacement

In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the Supplier at his/its own expenses and risk within the time allowed by the BUYER. The BUYER shall be
at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid.

All expenses incurred by the BUYER for such disposal shall be to the account of the supplier. The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

17. Warranty

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

The items should be consistent with the established, recognised or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue not withstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.

18. Performance Guarantee

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

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

19. Indemnity

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

The supplier shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfilment 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.

Check List for Evaluation & Selection of Suppliers / Vendors

1. Name
2. Address
3. Contact Person
4. Proprietor
5. a) Phone Nos.
   b) Fax Nos.
6. Items / Products
7. Manufacturer
   Distributor
   Dealer
   Stockist
8. Facilities Available

a) Testing Facilities                          In House       Through External Agency
   i) For Incoming materials
   ii) For In process
   iii) For Final Product

b) Can Issue Test Certificate                Yes           No

c) Details of Manufacturing Facilities

d) Products being manufactured
   (Product Catalogues)

9. Annual Turn Over

10. Whether ISO 9000 certified or not

11. Whether IS certified or not

12. Reference list of important customers during last five years

13. Ability to give after sales service

14. Sample sent or not

   To Incharge MMD
   EPI

   Signature of Vendor / Supplier
   Name
   Designation
   Date

For use in EPI

Data has been collected over phone verbally.

   Signature of person collecting data

Evaluation & Review

Reviewed the details of vendor

Product is suitable

If Yes basis
Sample checked

Specification checked

Suppliers details reviewed

Enjoys goodwill / reputation

Testing facilities adequate
Enquiries from customers of sub suppliers

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<th>Past performance with EPI</th>
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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 RTGS.

   2.1 95% 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 Remaining 5% shall be released after completion of DLP of 12 months however same can be released against submission of B.G. on equivalent amount after commissioning of project.

3. The rates quoted by the bidder shall be inclusive of all taxes, LBT, VAT, freight, packing & forwarding, 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: Inspection shall be carried out on all cables by representative of EPI/Client.

   Routine test requirement as per relevant Indian Standard of 100% length is to be provided along with inspection call & Acceptance test as per relevant Indian Standard will be carried out on all cables by EPI/Clinet.

   Type test report of each lot along with correlation of raw material is to be provided by manufacturer. Type test report should not be older than 5 Yrs.

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

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

6. Bidder / supplier must ensure delivery of material in damage free and as per approved mock up sample failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. Materials shall be delivered at Survey No. 34, Panchavati, Oppo. Pashan Road, C-DAC site, Pune.
8. **Insurance**: Transit Insurance to be arranged by the Supplier.

9. **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: -

   9.1 Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, 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.

   9.2 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.

   9.3 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.

   9.4 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.

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

   9.6 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.

   9.7 The award of the arbitrator shall be final, conclusive and binding on both the parties.
9.8 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. 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.

### 10. Court Jurisdiction: The Clause No.24 of GPC shall be replaced as under:

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.

### 11. Quantity Variation: The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 25% to the quantities mentioned in the Price Bid.

### 12. The quantity of items may change after approval of detail interior drawings.