AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: DLI/ CON/ 737/ 472

FOR

Supply of ‘DUCTILE IRON PIPES (DI PIPE) of Class K7 & K9’ for the Project of “Water Supply Scheme at Municipal Corporation Singrauli (WAIDHEN) M.P. (Under UI DSSMT Scheme)”

VOLUME - I

NOTICE INVITING TENDER, MEMORANDUM, INSTRUCTIONS TO TENDERERS & GENERAL PURCHASE CONDITION (GPC)
ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)

Tender No. DLI/CON/737/472

Core 3, Scope Complex
New Delhi 110003
Date: 26.08.2015

NOTICE INVITING TENDER

1.0 Tender for Supply of ‘DUCTILE IRON PIPES (DI PIPE) of Class K7 & K9’ for the Project of “Water Supply Scheme at Municipal Corporation Singrauli (WAIDHEN) M.P. (Under UIDSSMT Scheme)".

Engineering Projects (India) Ltd. invites the sealed offer for the above tender in two bids system (Techno Commercial Bid –Envelope-1 and Price Bid- Envelope-2, Both the Envelopes shall be kept in Third Envelope). The details for work are given below:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Period of Completion</th>
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<tbody>
<tr>
<td>Supply of ‘DUCTILE IRON PIPES (DI PIPE) of Class K7 &amp; K9’ for the Project of “Water Supply Scheme at Municipal Corporation Singrauli (WAIDHEN) M.P. (Under UIDSSMT Scheme)&quot;.</td>
<td>06 months (Six Months) from the date of order.</td>
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</tbody>
</table>

The brief scope of work included in this tender shall include (but not limited to) Supply, testing & inspection at manufacturer’s works, packing, dispatch, transportation, delivery of DI PIPES to site of EPI at Waidhen, Dist Singrauli. (MP),

Time schedule of Tender activities:

i. Date & Time for sale/Downloading of tender documents :
   From 26.08.2015 to 10.09.2015 –between 11.00 AM to 04.00 PM

ii. Last Date & Time of submission of Tenders: 11.09.2015 upto 03:00 PM

iii. Date & Time of opening tender (Techno-Commercial Bid):
   On 11.09.2015 at 04.00 PM

2.0 Prequalification criteria for Pipe Manufacturer:-

2.1 Pipes shall be supplied by only the manufacturers.

2.1 The pipe to be supplied shall be DI K-7/K-9 as per IS 8329-2000 with Rubber Gaskets used with push-on joints or mechanical. All fittings for the pipe shall conform to the provisions of IS 5382-1985 along with DI fittings confirming to IS 9523:1980 complete.

2.2 The manufacturer and their associates (if any) should have the facility to carry out the internal coating / lining and external coating / painting at factory for pipes and specials confirming to IS 11906:1986.

2.3 The DI pipe manufacturer should have valid BIS license from last 3 years (or valid BIS license from last 3 years with an experience of manufacturing and supplying at least 500 kms. of various diameters of DI pipe to any State/Central
2.4 The DI pipe manufacturer should have in house facility to carry out the following test for size DN 80-DN1000:–
   a) C -value determination arrangement

2.5 DI pipe manufacturer should have the ISO 9001:2008 & ISO 2531:2009 certification for manufacture of DI pipe.

2.6 A certificate for having supplied DI pipe of size proposed in the project for quantity 1/3 of the TENDER requirement during last 3 years to any state/central govt. department /board to be submitted by pipe manufacturer.

The manufacturer should be able to demonstrate the conformity of the product to the requirement by controlling the manufacturing process and by carrying out the various tests as specified in IS wherever possible, statistical sampling techniques should be used to control the process so that the product is produced within the specified limit. Quality assurance program of the manufacturer shall be enclosed with the Tender.

The documentary evidence of all such documents should be submitted along with the technical BID, failing which their offer may not be considered.

3.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & CPP Portal: www.eprocure.gov.in
   (i) NIT, Memorandum, Instruction to Tenderers & General Purchase Condition (GPC) - (Vol-I)
   (ii) Additional Purchase Condition (APC) and Technical Specification - (Vol- II)
   (iii) Price Bid - (Vol-III)

4.0 a) The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website. The tender fee of Rs. 10,000.00 (Rupees ten thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Delhi shall be submitted by the bidder along with their bid in Envelope-1.

   b) Alternatively, Tender documents can be obtained from the Group General Manager (Contracts), Engineering Projects (India) Ltd., 3rd Floor, Core-3, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110003 from 11.00 AM to 04.00 PM on all working days (Monday to Friday) except Public Holidays, on submission of request letter and on payment of Rs. 10,000.00 (Rupees ten thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Delhi.

Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory.
5.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 22,00,000/- (Rupees twenty two Lakhs only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/ scheduled bank for the full amount of EMD favouring, “Engineering Projects (India) Ltd.”, payable at Delhi or in the form of Bank Guarantee of any Nationalized Bank / scheduled bank, in accordance with the prescribed proforma, favouring “Engineering Projects (India) Ltd., Delhi”. The EMD shall be valid for minimum period of 120 days (One Hundred twenty Days) from the last day of submission of Tender i.e. 11.09.2015. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

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

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

The tender documents shall be issued by and submitted to:

Group General Manager (Contracts)
ENGINEERING PROJECTS (INDIA) LTD.
3rd Floor, Core-3, Scope Complex,
7 Institutional Area, Lodhi Road,
New Delhi – 110003

TEL. NO. : - 011-24366226, 24361666 Ext. 2313, 2314
FAX NO. : - 011-24363426
MEMORANDUM

REF. : Tender for Supply of ‘DUCTILE IRON PIPES (DI PIPE) of Class K7 & K9’ as per IS 8329-2000 with rubber gaskets used with push-on joints or mechanical for the Project of “Water Supply Scheme at Municipal Corporation Singrauli (WAIDHEN) M.P. (Under UIDSSMT Scheme)”.

NIT No.: DLI/CON/737/472

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
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</table>
| i)     | Name of Work                      |         | Supply of ‘DUCTILE IRON PIPES (DI PIPE) of Class K7 & K9’ as per IS 8329-2000 with rubber gaskets used with push-on joints or mechanical for the Project of “Water Supply Scheme at Municipal Corporation Singrauli (WAIDHEN) M.P. (Under UIDSSMT Scheme)”.
<p>| ii)    | Owner / Client / Employer          |         | Engineering Projects (India) Limited                                                                                                                                                      |
| iii)   | Type of Tender                    |         | Item Rate                                                                                                                                                                                |
| iv)    | Earnest Money Deposit             | NIT     | Rs.22,00,000/- (Rupees Twenty Two Lakh Only)                                                                                                                                               |
| v)     | Estimated Cost                    | NIT     | Not Applicable                                                                                                                                                                            |
| vi)    | Time for Completion of Work       | NIT     | 06 months (Six Months) from the date of order. The delivery schedule of the pipes shall be mutually discussed &amp; agreed at the time of LOI/PO.                                                     |
| vii)   | Mobilization Advance              |         | Not Applicable.                                                                                                                                                                            |
| viii)  | Interest Rate on Mobilization Advance |         | Not Applicable.                                                                                                                                                                            |
| ix)    | Number of Installments for recovery of Mobilization Advance |         | Not Applicable.                                                                                                                                                                            |
| x)     | Schedule of Rates applicable      |         | Not Applicable.                                                                                                                                                                            |</p>
<table>
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<tr>
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<th>90 Days from the opening of Price Bid</th>
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<td>xxi</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>5% (Five percent only) of Contract value within 10 days from the date of issue of telegram/letter/Fax of Intent of acceptance of Tender.</td>
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<tr>
<td>xvi</td>
<td>Retention Money</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>xvii</td>
<td>Time allowed for starting the work/supply</td>
<td>The date of start of contract shall be reckoned 10 days from the date of issue of letter/FAX/ e-mail of intent of acceptance of tender.</td>
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<tr>
<td>xvii</td>
<td>Defect Liability Period</td>
<td>12(Twelve) months from the date of taking over the work/supply.</td>
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<td>xvii</td>
<td>Arbitration</td>
<td>As per cl 23 of GPC</td>
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<tr>
<td>xvii</td>
<td>Jurisdiction</td>
<td>Courts in Mumbai</td>
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</table>

**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):** _________________________________________

**OCCUPATION** _________________________________________

**ADDRESS** _________________________________________

_________________________________________

**SEAL OF TENDERER**
INSTRUCTIONS TO TENDERERS (Suppliers)

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

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:

   Group General Manager, (Contracts)
   Engineering Projects (India) Limited,
   Core-3, Scope Complex,
   7, Institutional Area,
   Lodhi Road, New Delhi – 110003

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

   **1st Envelope (Techno-Commercial Bid)**

   This envelope should contained required EMD & Tender fees in the prescribed format given in tender document, failing which tender will be rejected.

   The tenderers are also required to furnish all the documents (duly notarized) as required in clause no. 25 of ITT in respect of the credentials of the tenderer in this envelope along with documents for Prequalifications. In this envelope the tenderer should also keep the complete tender documents i.e. Vol. I, II & III duly signed and stamped by them on each page as their acceptance, and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

   **2nd Envelope (Price Bid)**

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

   The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and technically acceptable shall only be opened. The tenders of all such parties, who are not found suitable, shall not be considered and their earnest money deposit will be returned.
The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para. -3.

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

All corrections / cuttings should be signed by the tenderer. Each page of the tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. 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. Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the ‘Notice inviting Tender’ in the form of crossed Demand Draft drawn in favour of “Engineering Projects (India) Ltd.” payable at Delhi or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed proforma valid for 120 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

This must be submitted in 1st envelope super scribed as “Techno –Commercial”.

8. The EPI’s format for Bank Guarantee towards ‘Earnest Money Deposit’ is enclosed herewith.

9. EPI reserves the right to postpone the tender due date and issue required amendment, if any.

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

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

12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney / affidavit / Board. Resolution on executed as under shall accompany the tender documents.

   a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

   b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner / person signing the documents authorizing him to sign the documents. The person signing the
documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

13. The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.

14. Tenders with following discrepancies are liable for rejections;

a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.

b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.

c) Tender received after specified date / time whether due to postal or other delays.

d) Tender in respect of which canvassing in any form is resorted to by the tenderer.

e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

15. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.

15.1 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the ‘Price-Bid’ / Tender.

15.2 In case the condition 1.2 mentioned above is found violated at any time after opening of Tender, the 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.

16. EPI reserves the right to split the order.

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

18. These instructions to tenderers shall form part of the tender documents.
19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.

20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall 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. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.

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

24. Jurisdiction: All disputes shall be subject to Mumbai Courts alone.

25. Tenderer shall submit the following documents in respect of their credentials along with their tender in the ‘first envelope’.

   a) Copy of all documentary evidences required for Pre Qualification criteria for Pipe Manufacturers as per NIT.
   b) List of order under execution indicating name of the client, value, date of order and delivery.
   c) Audited balance sheet and profit and loss account for the last 3 years.
   d) Registration Certificate / Memorandum of Association / Partnership Deed.
   e) Sales Tax Clearance Certificate, VAT registration certificate, Service Tax registration certificate.
   f) Company Credentials
   g) Solvency certificate from Bankers
   h) PAN card copy

Seal and signature of the Tenderer
Engineering Projects (India) Ltd.
(A GOVERNMENT OF INDIA ENTERPRISE)

Materials Management Division

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 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 up to the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.

15. Delay due to force majeure

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

16. Rejection, Removal of Rejected Goods and Replacement

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

17. Warranty

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

The items should be consistent with the established, recognised or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue notwithstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.

18. Performance Guarantee

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

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

19. Indemnity

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

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

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FormatNo: EPI/MMD/F-07

**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

Past performance with EPI

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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)