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 (WAI DHEN) M.P. (Under UIDSSMT Scheme)”

VOLUME - II

Additional Purchase Condition (APC) and Technical Specification
1.0 The following Special Conditions of Contract shall be read in conjunction with General Purchase Conditions. If there are any provisions in these Special Conditions of Contract, which are at variance with the provisions of General Purchase Conditions, the provisions in these Special Conditions of Contract shall take precedence.

2.0 INTRODUCTION

The water supply Scheme Project is situated in Waidhan Dist.Singrauli (MP).The nearlist Railway Station is Singrauli which is 25km away. The area is situated near Sidhi in north east part of M.P. The pipes shall either be delivered at EPI’s store yard/Site as directed by EPI Site In-Charge.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) inspection of Pipes at manufacturer's works, packing, dispatch, transportation, delivery to site, performance guarantee testing and handing over at EPI's Site Waidhan Dist.Singrauli (M.P.).

4.0 Rate

The rate should include all taxes, insurance, testing & inspection charges, Loading at works, freight charges & transportation up to EPI store / SITE in waidhen Dist Singrauli (MP),etc. (The unloading and stacking of the pipes shall be arranged by EPI at Site / store).

The rate shall be exclusive of excise duty. (The certificate for the exemption of excise duty shall be provided by Owner / EPI as per prevailing norms.)

5.0 DISQUALIFICATION

In addition to clause no. 14 of Instructions To Tenderers (Suppliers), the bidders may note that they are liable to be disqualified and may not be considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the bidder, inordinate delay in completion, consistent history of litigation/arbitration awarded against the bidder or any of its constituents or financial failures due to bankruptcy etc. in their on going/past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the bidders attempt to influence any member of the selection committee.

e) Non submission of Tender Fee and EMD or with inadequate amount of EMD.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.
6.0 EPI reserves the right to independently verify the performance of the bidder from the Existing owners/users/owners’ Consultants. In case any installation of the bidder is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying criteria.

In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

7.0 **Qty variation**: EPIL reserve the right to vary the quantity by (±) 15% of the tender quantity.

8.0 **Rate shall remain firm & fixed during the complete supply.**
Any request for price revision shall not be entertained.

9.0 **Payment Terms**

**GPC Cl. 4 is amended as below**

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.

(i) 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.

(ii) Balance 10% shall be released after satisfactory completion of total supply of material at site against submission of performance BG of equivalent amount valid till warranty period as mentioned in GPC Cl. 17

10.0 For Dispatch of materials to Site, the vendor shall mark consignee as “Engineering Projects (India) Ltd., Singrauli and follow dispatch instruction to be given by EPI.

11.0 **COMPLETION PERIOD**

Completion of the total work as mentioned in the NIT & tender documents shall be 6 months (Six Months) from the date of order.

12.0 Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers (Suppliers), General Purchase Conditions (GPC), Additional Conditions of contract (ACC) and Technical Specification mutually agreed schedule and Annexure & Addendum etc. to complete tender Document.

13.0 **TEST CERTIFICATE**

All manufacturer’s certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to EPI
14.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:

The bidder shall provide such facilities at his own cost as will be necessary for
inspection of the material before dispatch at his or his associate’s works and also
for witnessing such tests as per technical specifications, as are done at the works
if so required by EPI/Authorized representative in the form of Quality Assurance
Plan (QAP). The bidder shall give minimum two weeks notice regarding the dates
proposed for inspections. The Tenderer shall submit list of test on components of
equipments, which shall be carried out at manufacturer’s premises.

15.0 Court Jurisdiction

GPC Cl. 24 is amended as below

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.
Technical Specifications

1.0 Applicable Codes
The manufacturing, testing, supplying of DI pipes shall comply with all currently applicable statutes, regulations, standards and Codes. In particular, the following standards, unless otherwise specified herein, shall be referred. In all cases the latest revision of the Codes shall be referred to. If requirements of this Specification conflict with the requirements of the standards / Codes, this Specification shall govern. Others Codes not specifically mentioned here but pertaining to the use of DI pipes form part of these Specifications.

<table>
<thead>
<tr>
<th>Code No.</th>
<th>Title/Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS 2530</td>
<td>Methods of test for polyethylene moulding materials and polyethylene compounds DI K7 Pipes, Joints and Fittings for use for Potable Water Supply</td>
</tr>
<tr>
<td>IS 5382</td>
<td>Rubber sealing rings for gas mains, water mains and sewers.</td>
</tr>
<tr>
<td>IS 4905</td>
<td>Methods for random sampling</td>
</tr>
</tbody>
</table>

2.0 The pipe to be supplied under this contract shall be DI K-7/K-9 as per IS 8329-2000 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.

2.1 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.

2.2 The DI pipe manufacturer should have valid BIS license from last 5 years (or valid BIS license from last 2 years with an experience of manufacturing and supplying at least 500 kms. of various diameters of DI pipe to any State/Central govt./board/organization of repute in last 3 years) and the pipes should be manufactured conforming to IS 8329-2000 specification and further amendment to the code as on date and duty ISI marked.

2.3 The DI pipe manufacturer should have house facility for carry out the following test for size DN 80-DN1000:-
   a) C -value determination arrangement
   b) Type test for leak tightness as per ISO 2531:2009/BS EN 545/IS 8329:200.
2.4 DI pipe manufacturer should have the ISO 9001:2008 & ISO 2531:2009 certification for manufacture of DI pipe.

2.5 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.