TENDER DOCUMENT

TENDER No.: BHI/PI(S)/675/1030

FOR

Tender for Supply, fabrication and painting of MS Ladder Type Cable Trays (600/450/300mm wide and 3mtr. long) for the Project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant at Chhattisgarh.

VOLUME – I

Notice Inviting Tender (NIT),
Memorandum,
Instructions to Tenderer(ITT),
General Purchase Condition (GPC),
Additional Purchase Condition (APC)

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

B-32, Phase - II, Surya Vihar, Bhilai
(Chhattisgarh) – 490020
Mob. No. +919425296110,
E-mail Id: epibhilai064@rediffmail.com
Engineering Projects (India) Ltd  
(A Govt. of India Enterprise)  
Augmentation of Fuel & Flux Crushing Facilities  
(PKG-064) BSP, Bhilai

NOTICE INVITING TENDER

NIT No. BHI/PI(S)/675/1030  
Date: 07.10.2015

Tender for Supply, fabrication and painting of M.S. Ladder Type Cable Trays (600/450/300mm wide and 3mtr. long) for Augmentation of Fuel & Flux Crushing Facilities (PKG-064) BSP, Bhilai.

Engineering Projects (India) Ltd. invites the sealed tender for supply, fabrication and painting of M.S. Ladder Type Cable Trays (600/450/300mm wide and 3mtr. long) for Pkg-064 of Bhilai Steel Plant at Chhattisgarh.

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<th>Sl. No.</th>
<th>Name of work</th>
<th>Period of completion</th>
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<td>1.</td>
<td>Supply, fabrication and painting of M.S. ladder type cable trays (600/450/300mm wide and 3mtr. long) complete as per approved drawing and technical details for Augmentation of Fuel &amp; Flux Crushing Facilities (PKG-064) BSP, Bhilai.</td>
<td>8 (Eight) weeks from the date of Manufacturing clearance for supply to be given by EPI.</td>
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Time schedule of tender activities.

i) Date & Time of sale of Tender Documents  
   From 07.10.15 to 23.10.15 (till 4.00 PM)

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

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

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

i. Bidders should have executed during last five years following “similar work”.
   a) One similar work costing minimum Rs. 59.5 Lakhs or
   b) Two similar works each costing minimum Rs.42.5 Lakhs

ii. Similar works means supply of MS ladder type cable tray or supply of fabricated steel structure works in steel plant/power plant/industrial building/other projects.

iii. Bidders should submit documentary evidence like certificate from client, copy of work order and certified invoice of the same in support of the execution of “similar works”
iv. Bidders shall submit the list of orders under execution indicating name of the client, value / quantity, date of order and delivery.

v. The Bidder should have the following, whichever is applicable:

a) Valid PAN No. (Permanent Account Number)
b) Sales Tax registration.
c) Chhattisgarh VAT registration no.

d) Should have average annual turnover of minimum Rs. 25.5 Lakhs during last three financial years ending on 31.03.2014.

e) Should have not incurred loss in more than 1 year in last three financial years ending on 31.03.2014. Necessary certificate from Chartered Accountant is to be enclosed for this purpose.

f) Should submit solvency issued by a scheduled bank for a minimum value of Rs. 34.0 Lakhs issued after 31.03.2015. The bidder may also submit an undertaking as follows:

“We undertake to submit the solvency for a minimum value of Rs. 34.0 Lakhs from a scheduled bank within 10 days of issue of LOI/Work order failing which the order will stand cancelled and our EMD shall be forfeited”.

All the above documents shall be submitted duly signed, stamped by the authorized signatory of bidder and attested by a class-1 gazetted officer / notary public. Documentary evidence such as attested copy of work order, completion certificates /performance certificates of previous works executed by them indicating value of each order with date of completion shall be submitted by the Bidder.

2.0 Tender documents comprising of the following are available on the website of EPI: [www.epi.gov.in](http://www.epi.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in)

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<th>S. No.</th>
<th>Volume</th>
<th>DESCRIPTION</th>
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<td>i)</td>
<td>Vol - 1</td>
<td>Notice Inviting Tender (NIT)</td>
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<td>ii)</td>
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<td>Memorandum</td>
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<td>vii)</td>
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3.0 a) The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website. The tender fees (Non-Refundable) of Rs. 1,000.00 (Rupees One Thousand only) by crossed Demand Draft favouring ‘Engineering Projects (India) Ltd.’ payable at Bhilai, shall be submitted by the bidder along with their Bid in Envelope-1. Relevant experience certificate and other documents mentioned above clause no.-1 duly attested by Gazetted officer or Notary public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion Certificates from Clients shall be in the name of the Company who is submitting the tender. The Bidder has to produce original documents.
for verification at the time of opening of tender or as and when demanded. The Tender of any Bidder shall be rejected if on detailed scrutiny of the documents submitted along with the tender are found unsatisfactory. The decision of EPI in this regard shall be final and binding on the Bidder.

b) Alternatively, Tender documents can also be obtained from the Addl. General Manager, Engineering Projects (India) Ltd., B-32, Phase - II, Surya Vihar, Bhilai (Chhattisgarh) – 490020 from 07.10.15 to 23.10.15 (till 4:00 PM) on request against tender fees (Non-Refundable) of Rs.1,000.00 (Rupees One thousand only) by crossed Demand Draft/Banker’s cheque favouring “Engineering Projects (India) Ltd.” payable at Bhilai. Issuance of Tender Documents to any Bidder shall, however, not construe that the Bidder is considered qualified for the tender work and the same may be rejected if on detailed scrutiny of the documents submitted along with the tender are found unsatisfactory.

c) Bidders having valid NSIC Certificate are not exempted from submission of Tender fees (Non refundable) of Rs. 1,000/- (Rupee One Thousand only).

4.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 1,70,000/- (Rupees One Lakhs Seventy Thousand Only). This can be either in the form of Crossed Demand Draft/Bankers Cheque/Pay Order of any Nationalized Bank for the full amount of EMD favouring “Engineering Projects (India) Ltd.”, payable at Bhilai or in the form of Bank Guarantee of any Nationalized Bank/Scheduled Bank, in accordance with the prescribed proforma, favouring “Engineering Projects (India) Ltd., Bhilai”. The EMD shall be valid for minimum period of 150 days (One Hundred Fifty days) from the last day of submission of Tender. Valid NSIC certificate shall be submitted against EMD, if applicable. Tenders submitted without EMD or with inadequate amount of EMD, nonsubmission of valid NSIC certificate shall be rejected. PSUs are exempted from submitting the EMD.

5.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable for the works.

6.0 In case of non-approval of PARTY’s association with EPI for this work by the Owner /Client due to any reason, the tender submitted by them shall be rejected and the PARTY shall have no claim / liability on EPI.

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

8.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

9.0 EPI shall have right to verify any or all documents submitted by the bidder from the issuing authority for its correctness. If found false/ forged the offer will be summarily rejected and entire amount of EMD will be forfeited.
10.0 EPI reserves its' right to divide the scope of supplies to multiple agencies at the lowest quoted rates. The L1 bidder shall be bound to execute the part quantity.

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

12.0 The bidder who are registered with MSME may attach copy of valid registration certificate.

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

The tender documents shall be issued by and submitted to:

Shri Pravin Kumar, AGM & S/I
ENGINEERING PROJECTS (INDIA) LTD.
B-32, Phase - II, Surya Vihar, Bhilai (Chhattisgarh) – 490020
Mob. No. +919425296110,
E-mail Id: epibhilai064@rediffmail.com
INSTRUCTIONS TO TENDERERS (Suppliers)

1. Sealed tenders in the prescribed from 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 within the last date of receipt of tender given in the letter inviting Tender:

   Shri Praveen Kumar, AGM & S/I
   Engineering Projects(I) Limited
   B-32, Phase - II, Surya Vihar, Bhilai
   (Chhattisgarh) – 490 020
   Mob. No. +919425296110,

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

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

   The tenderers are requested to furnish the documents as required in “Notice Inviting Tender” Clause No. 1.0 in respect of the credentials of the tenderer in this envelope.

   In this envelope the tenderer should also keep the complete tender documents duly signed and stamped by them on each page as their acceptance, and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”. Deviations if any, to be submitted in this envelope.

   **2nd Envelope (Price Bid)**

   The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription “Price Bid” No terms and conditions or deviations if any or any other thing should be kept in this envelope. In case of deviations, the cost of withdrawal of deviations if any, to be submitted 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 Clause No. 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/Bankers cheque/Pay Order drawn in favour of “Engineering Projects
(India) Ltd.” payable at Bhilai or Bank Guarantee from a Nationalized Bank
/ Schedule Bank in the prescribed enclosed proforma valid for 150 days
(One Hundred Fifty 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”. The tenderer must not keep Earnest Money with Price Bid in
2nd envelope.

8. The EPI’s format for Bank Guarantee towards ‘Earnest Money Deposit’ and
“Security Deposit cum Performance Guarantee” is enclosed herewith.

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

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

11. **Tenders must be duly signed with date and sealed. An attested
copy of power of attorney / affidavit / Board Resolution 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.

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

13. 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 in case the same are not signed and stamped.
   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with inadequate EMD and/ or tender fees or non submission of tender fees in format as stipulated in tender documents or Bidders who are not submitting NSIC/MSME certificate for EMD exemption.
   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.

14. 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. EPI reserves the right to split the order.

16. The tender shall remain open for acceptance for a period of 90 days from the opening of price bid of the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

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

19. 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.

20. 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.

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

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

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

   a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.
   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) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
   f) Sales Tax Clearance Certificate.
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 include an advance acceptance of his tender.

1.4 'Consignee' means where the stores are required by the purchase order to be dispatched 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 dispatch 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 dispatch 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 dispatched 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 dispatched 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 dispatch 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 dispatch 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 dispatched 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 dispatched
   (vii) Purchase Order
   (viii) No. & Date
   (ix) Package Number
   (x) Gross Weight in Kg
   (xi) Net Weight in Kg
   (xii) Outer Dimension in cm
   (xiii) 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 packing 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 issue of letter of intent (LOI). The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalized 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 90 (Ninety) days after expiry of defect liability period.
10. **Dispatch Instructions:**

Dispatches of stores will be arranged by Public Tariff rates. In case of FOR Station of Dispatch stores shall be booked at full wagon rates whenever available and by the most economical route or by most economical tariff available. Failure to do so will render the supplier liable for any avoidable expenditure caused to the BUYER.

11. **Assembly, after sales service and training:**

If required by the BUYER the supplier shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use.

The supplier shall provide necessary "After Sales Service" and also impart training to the Consignee's staff in the operation and maintenance of the equipment free of cost to the satisfaction of the consignee. Furthermore, all tools and plants particularly heavy cranes, which are generally used as well as semi-skilled and unskilled labour for the assembly of such machinery will be provided by the BUYER free of cost to the supplier with consumable stores, like fuel, oil, lubricants, battery acids, cotton waste, grease etc., free of cost for the purpose of starting the machines, testing and putting them into good working order.

12. **Respect of Delivery Date:**

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorization in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. **Penalty for late deliveries:**

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

14. **Risk Purchase on Default**

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract upto the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier.

However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.
15. **Delay due to force majeure**

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

BUYER shall be at liberty to take over from the supplier at a price to be fixed by the Chairman and Managing Director, EPI, New Delhi which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

16. **Rejection, Removal of Rejected Goods and Replacement**

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

17. **Warranty**

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

The items should be consistent with the established, recognized or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding
extreme dusty, wet, humid and sultry conditions. The warranty shall continue 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 dispatch 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 dispatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

19. **Indemnity**

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

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

20. **Spare Parts**

The supplier shall furnish itemized 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.
MEMORANDUM

REF: Tender for Supply, Fabrication and Painting of MS ladder type cable tray (600/450/300mm wide and 3mtr. long) of Project- “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant at Chhattisgarh.

NIT No.: BHI/PI(S)/675/1030

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<td>Validity of Tender</td>
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<td>5% (Five Percent only) of contract value in the form of Bank Guarantee within 7 days from the date of issue of letter of Intent of acceptance of tender and validity of Bank Guarantee upto 90 (Ninety) days after expiry of defect liability period.</td>
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SIGNATURE OF BIDDER

**NAME (CAPITAL LETTERS):**

____________________________________

**OCCUPATION:**

____________________________________

**ADDRESS:**

____________________________________

____________________________________

**SEAL OF BIDDER**
1.0 The following Additional Purchase Conditions shall be read in conjunction with General Purchase Conditions. These Additional Purchase Conditions shall supersede the General Purchase Conditions wherever they are at variance, otherwise GPC is applicable.

Clause no 11, 20, 21 and 22 of General Purchase Conditions (GPC) is not applicable to this Tender.

2.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The scope of work of the party shall be Supply and fabrication of MS Ladder Type Cable Tray complete with painting (Two Coat Primer paint - gray Phenolic modified alkyd composition with Zinc Phosphate and Two Coat Finish Paint - high gloss phenolic alkyd modified synthetic enamel paint gray of approved make) of Project- “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant at Chhattisgarh as per Drawings and BOQ given in the Tender Document.

Following is also included in the scope of work:

1. Representative of successful bidder should be available at site during unloading of fabricated cable tray to ensure completeness as per drawing.

2. Loading and transportation of material from work shop to inside Bhilai steel plant is in scope of party at no extra cost.

3.0 USE OF STEEL:

The contractor shall have to use such items of steel as are manufactured by SAIL only, if some of the steel sections are not available with SAIL then NOC is required from BSP/EPI for using of Non-SAIL steel sections from integrated steel producing plants like RINL,TISCO,ESSAR, JINDAL,ISPAT conforming to BIS standards.

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT). The Bidders are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of bidders who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the bidders.
5.0 DISQUALIFICATION

In addition to clause no. 13 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 incompletion, consistent history of litigation/arbitration awarded against the bidder or any of its constituents or financial failures due to bankruptcy etc. in their ongoing/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/ non-submission of tender fees in stipulated format.

f) Non-submission of Tender fee if valid NSIC Certificate submitted.

g) Non-submission of valid NSIC certificate against EMD submission. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.

6.0 EPI reserves the right to independently verify the performance of the bidder from the Existing owners/users/owners’ Consultants. In case any installation of the bidder is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying criteria.

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

7.0 PAYMENT TERMS

The Clause No. 4 of GPC shall be replaced as under:
Following breakup of payment shall be followed:

a) 90 % Payment Progressively on delivery of material at site.

b) 10 % on completion of entire ordered quantity after One month of last consignment at site.
8.0 Taxes & Duties:

i) Price quoted by the bidder shall be inclusive of all the taxes & duties as per the price schedule of NIT document. All the columns of taxes & duties shall be duly filled without blank space.

ii) In case any tax/duty is not acceptable, the bidder has to either write NIL or NA.

iii) Transit Insurance will be in EPIL scope however all documents related to transit insurance will be provided by the bidder.

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

i) If any rate of tax is increased or decreased, a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to the last date of submission of tender and the successful bidder becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the works contracted, the same shall be reimbursed to the successful bidder against documentary evidence of proof of payment, provided that the amount thus claimed is not paid/payable under price variation provision of the Contract.

ii) The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as per para (i), above, would be restricted only to direct transaction between the EPI and the successful bidder.

10.0 For Dispatch of materials to Site, the vendor shall mark consignee as “Steel authority of India Ltd., A/c Engineering Projects (India) Ltd., Augmentation of fuel & flux crushing facilities, (Pkg-064), Bhilai steel plant, Bhilai-490001” 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 8 (Eight) weeks from the date of Manufacturing clearance for supply to be given by EPI.

12.0 The bidder shall comply with legal orders & directions of law of local bodies. The bidder shall give to the Municipality, Police, Local Bodies and concerned Governmental authorities all necessary notices relating to work that may be required under the law and obtain all requisite licenses / permissions. Nothing extra shall be paid by EPI on this account.

13.0 GUARANTEE

The Contractor shall be responsible for the rectification of defects in the works for a period of twelve months from the date of taking over of the works by the Owner/Client. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these
rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.

14.0 PERMITS AND INSPECTIONS

The bidder shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for inspection and tests etc. as required at his own cost.

15.0 LICENCES

The bidder shall arrange for obtaining the license for the operation and approval of drawings for the equipments etc. as required from the local Government/ authorities at his own cost & nothing extra shall be payable.

16.0 The work shall be carried out in accordance with the drawings approved by the EPI/BSP/MECON. Before the commencement of any item of work, the bidder shall correlate all the relevant drawings/documents/specification issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer- In-Charge before the execution of work. The bidder alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/or incomplete information. Nothing extra shall be paid on this account.

17.0 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 issue of Letter of Intent. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalized Bank/ scheduled bank. Security Deposit is to be released after 90 (Ninety) days of expiry of defect liability period.

18.0 DEFECTS LIABILITY PERIOD

The Contractor shall be responsible for the rectification of defects in the works for a period of twelve months from the date of completion of supply of last consignment. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Contractor.

19.0 BOQ

i) Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers (Suppliers), General Purchase Conditions (GPC), Additional Purchase conditions (APC), Technical Specifications, Drawing, Schedules, and Annexure & Addendum etc. to tender Document.

ii) Quantity variation shall be considered as (+/-) 20% of total quantity.

iii) The unit rate for any variation (+/-) shall remain unchanged & the same shall be applicable as quoted in the Price Schedule (Supply).
20.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING

The Engineer-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work price bears to the original contract work price, and the certificate of the Engineer-In-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of such extension shall be allowed to the Contractor.

The rates for such additional, altered or substituted work under this clause shall be worked out as follows:

The Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-In-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-In-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-In-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor.

However, the Engineer-In-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non settlement of rates of items falling under the clause.

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

22.0 TEST CERTIFICATE

All manufacturer’s certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to EPI for onward submission to BSP/MECON.
23.0 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 BSP/MECON/EPI.

24.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS:

No advance will be paid.

25.0 It will be the sole responsibility of bidder to obtain all statutory approvals and completion clearance from the all relevant statutory bodies and for all other services as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI with the local bodies will also have to be done by the bidder. Nothing extra shall be payable to bidder on this account. No claim whatsoever in this regard shall be entertained.

26.0 LIQUIDATED DAMAGES DUE TO DELAY IN “COMPLETION OF THE FACILITIES”:

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

If the Successful bidder fails to attain completion of the work within the time of completion or any extension thereof, due to reasons not attributable to the EPI, the EPI shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Successful bidder’s RA bills or by encashment of their Bank Guarantees at the rate of 0.5% of the Contract Price plus escalation, if any, excluding taxes & duties per complete week of delay or part thereof up to a maximum of 5% of the contract price plus escalation, if any, excluding taxes & duties.

However, the payment of liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the facilities or from any other obligations and liabilities of the successful bidder under the contract.

27.0 CONCILIATION AND ARBITRATION

Modification of arbitration clause No. 23 of GPC
27.1 Clause No. 23 of GPC (deleted) : There shall be no arbitration clause for this contract except between Central Public Sector Undertakings inter se/Govt. of India Departments/Ministries as mentioned in the clause No. 27.2 below.

27.2 i) 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 for arbitration to the sole arbitrator in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of Arbitrator shall be binding upon this parties to the dispute, provided, however, any party aggrieved the such award may take a further reference for setting aside of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

ii) 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 in O.M.No. 4(1)/2011-DPE (PMA) GL dated 12.06.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & Managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs ................... in lieu of EARNEST MONEY DEPOSIT from .................................................................................................................. (hereinafter called the Supplier/ Contractor/ Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for ..................................................................................................................

We, ........................................ bank having its registered/head office at ................................... (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs.......................... on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs................................ without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ............................................................... date ........................................

Unless a demand or claim under this guarantee is made on us in writing on or before ........................................ date ........................................ , we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions.

We, the above said Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of EPI in writing.

Dated………………..…..this day of……………..200.

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)
SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

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

Dear Sir,

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

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

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

1. We _____________________________(hereinafter referred to as “the said bank
which expression shall unless repugnant to the subject or context includes its
successors and assigns) and having our registered office at
________________________ do hereby unconditionally and irrevocably undertake
and agree to indemnify and keep indemnified EPI from time to time to the extent of
________________________) Only against any loss, damages, costs,
charges and expenses caused to or suffered by or that may be caused or suffered by
EPI by reason of any breach or breaches by the said Supplier/Contractor/Sub-
Contractor of any of the terms and conditions contained in the said Supply
Contract/Contract/Sub-Contract and or any amount becoming due for non-

Signature of Contractor
performance and/or penalty as assessed by EPI and top unconditionally pay the amount claimed by EPI on demand and without demur and protest.

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

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

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

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

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

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

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

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

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

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

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

DATED ---------------------------- THIS day of -----------------------200…

FOR AND ON BEHALF OF BANK