TENDER DOCUMENT

NIT No.: BHI/PI(S)/675/1050

FOR

Tender for Detail Engineering, Manufacturing, Testing and Supply of ‘CONVEYOR PULLEYS’ for the project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) of Bhilai Steel Plant (SAIL).”

VOLUME - 1

(Notice Inviting Tender (NIT), Instructions to Tenderer, Additional Purchase of Contract (APC), Letter of Undertaking, Form of Tender & Memorandum)

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

B- 32, Phase-II, Surya Vihar,
Bhilai- 490020 (C.G)
Mob. No. +919425296110,
E-mail Id: epibhilai064@rediffmail.com
ENGINEERING PROJECTS (INDIA) LTD.  
(A. Govt. of India Enterprise) 

NOTICE INVITING TENDER 

BHI/PI(S)/675/1050 Date : 18.07.2016

Tender for 'Detail Engineering, Manufacturing, Testing and Supply of 'CONVEYOR PULLEYS' for the project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant at Chhattisgarh.”

1.0 Engineering Projects (India) Ltd. invites offer for Detail Engineering, Manufacturing, Testing and Supply of ‘CONVEYOR PULLEYS’ at Bhilai Steel Plant (SAIL) in Chattisgarh from eligible bidders.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
<th>Period of Completion</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Detail Engineering, Manufacturing, Testing and Supply of ‘CONVEYOR PULLEYS’ for the Project of “Augmentation of Fuel &amp; Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant at Chhattisgarh” as per BOQ, Technical spec., approved drawing.</td>
<td>One month from the date of Manufacturing Clearance</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall include (but not limited to) Detail Engineering, manufacturing, shop fabrication, assembly, testing & inspection at manufacturer’s works, painting, packing, dispatch, transportation, delivery to site of CONVEYOR PULLEY at Bhilai Steel Plant (SAIL), Chattisgarh.

The detailed scope of work is given in the tender document.

1.0 Time schedule of tender activities.

i) Date & Time of sale of : From 18.07.16 To 01.08.16 Tender Documents

ii) Last Date & Time of : 02.08.16 by 03:00 PM Submission of Tenders

iii) Date & Time of Opening : 02.08.16 at 03:30 PM Envelope-1

a) Offers from following manufacturers of ‘Pulley’ as indicated by M/s Bhilai Steel Plant, SAIL-Bhilai are only acceptable.

Elecon; TRF; McNally Bharat; HEC; Macmet; Golden Engineering Industries, Bhilai; V N Industries, Bhilai.

b) The following documents are required to submitted along with offer whichever is applicable
(i) Valid PAN Number (Permanent Account Number of Income Tax).
(ii) Sales Tax Registration Number
(iii) Annual Report indicating Turnover & Profit/loss for last three years.

2.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com & www.eprocure.gov.in

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Volume</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Vol – 1</td>
<td>Notice Inviting Tender (NIT)</td>
</tr>
<tr>
<td>ii)</td>
<td>Memorandum</td>
<td></td>
</tr>
<tr>
<td>iii)</td>
<td>Instructions to Tenderers (Suppliers)</td>
<td></td>
</tr>
<tr>
<td>iv)</td>
<td>Addendum to Instructions to Tenderers (Suppliers)</td>
<td></td>
</tr>
<tr>
<td>v)</td>
<td>General Purchase Conditions (GPC)</td>
<td></td>
</tr>
<tr>
<td>vi)</td>
<td>Additional Purchase condition (APC)</td>
<td></td>
</tr>
<tr>
<td>vii)</td>
<td>Proforma for Bank Guarantee in lieu of EMD</td>
<td></td>
</tr>
<tr>
<td>viii)</td>
<td>Vol – 2</td>
<td>Technical Specifications &amp; Drawings</td>
</tr>
<tr>
<td>ix)</td>
<td>Vol – 3</td>
<td>Price Bid</td>
</tr>
</tbody>
</table>

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 fee of Rs. 3,000.00 (Rupees Three Thousand only) (Non-Refundable) 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 documents as mentioned above S.No. 1.0(a) & 1.0(b) duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall also be enclosed in Envelope-1.

b) Alternatively, Tender documents can be obtained from the **Addl. General Manager, Engineering Projects (India) Ltd., B- 32, Phase-II, Surya Vihar, Bhilai-490020 (C.G.) 18.07.16 to 01.08.16 from 11.00 AM to 03.00 PM on all working days (Monday to Friday) except Public Holidays, on submission of request letter. Tender document shall be issued to bidders on payment of Rs. 3,000.00 (Rupees Three Thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Bhilai. 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.

c) Valid NSIC certificate/relevant copies of the registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act shall be submitted against Tender Fee, if applicable. Tenders submitted without Tender Fee or with inadequate amount of Tender Fee, non-submission of NSIC certificate/relevant copies of the registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act shall be rejected.
4.0 All Tenders shall be accompanied by **Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand 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 favoring, "Engineering Projects (India) Ltd.", payable at Bilai or in the form of Bank Guarantee of any Nationalized Bank/scheduled bank, in accordance with the prescribed proforma, favoring “Engineering Projects (India) Ltd., Delhi”. 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, non submission of valid NSIC certificate shall be rejected. PSU’s are exempted from submitting the EMD.

Valid NSIC certificate/relevant copies of the registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act shall be submitted against EMD, if applicable. Tenders submitted without EMD or with inadequate amount of EMD, non-submission of NSIC certificate/relevant copies of the registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act 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.

6.0 **EPI reserves its’ right to divide the work to multiple vendors at the lowest quoted rates. The L1 bidder shall be bound to execute the part quantity.**

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.engineeringprojects.com](http://www.engineeringprojects.com) & [www.eprocure.gov.in](http://www.eprocure.gov.in). 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:

**Shri Pravin Kumar, AGM,**
B-32, Phase-II, Surya Vihar,
Bhilai- 490020 (C.G)
Mob. No. +919425296110,
E-mail Id: [epibhilai064@rediffmail.com](mailto:epibhilai064@rediffmail.com)
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 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) – 490020,
   Mobile No : 09425296110

4. The tenderer is required to submit their offer in 2 separate sealed and superscribed 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.

   Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of registration letter (in the form of Memorandum-2 with the concerned DIC) to be enclosed in Envelope-1 i.e. Techno-commercial part and a request letter for exemption from submission of Tender Fee and EMD.

   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 supercribed 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 superscribed 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 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 been 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) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

b) Sales Tax Clearance Certificate/VAT registration.

Seal and signature of the Tenderer
MEMORANDUM

REF. : Tender for ‘Detail Engineering, Manufacturing, Testing and Supply of ‘CONVEYOR PULLEY’ for the project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant at Chhattisgarh”.

NIT No. : BHI/PI(S)/675/1050

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ITEMS</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td>i)</td>
<td>Name of work</td>
<td>Detail Engineering, Manufacturing, Testing and Supply of ‘CONVEYOR PULLEYS’ for the project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) of Bhilai Steel Plant (SAIL).”</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner/Client / Employer</td>
<td>Bhilai Steel Plant (SAIL)</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>ITEM RATE</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>Rs. 15,000/- (Rupees Fifteen Thousand only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>-</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>One month from the date of Manufacturing Clearance</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>Not applicable</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>Not applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Instalments for recovery of Mobilization Advance</td>
<td>Not applicable</td>
</tr>
<tr>
<td>x)</td>
<td>Validity of Tender</td>
<td>90 (Ninety) Days from the opening of Price Bid</td>
</tr>
<tr>
<td>xi)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>5% (Five Percent only) of Order value upto defect liability period. (Refer APC Cl. No. 16.0)</td>
</tr>
<tr>
<td>xii)</td>
<td>Time allowed for starting the work</td>
<td>The date of start of contract shall be reckoned from the date of issue of LOI.</td>
</tr>
<tr>
<td>xiii)</td>
<td>Defect Liability Period</td>
<td>12 (Twelve) Months from the date of last lot of delivery at site or one year from the date of trial whichever is earlier.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Arbitration</td>
<td>As per clause No. 26.0 of APC</td>
</tr>
<tr>
<td>xv)</td>
<td>Jurisdiction</td>
<td>Courts in DELHI/NEW DELHI</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : _____________________________________________

OCCUPATION : _____________________________________________

ADDRESS : _____________________________________________

SEAL OF TENDERER
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED
(Address of submission as mentioned in “Notice Inviting Tender”)

REF.: Tender for Detail Engineering, Manufacturing, Testing and Supply of ‘CONVEYOR PULLEYS’ for the project of “Augmentation of Fuel and Flux Crushing Facilities (Package No. 064) of Bhilai Steel Plant (SAIL).”

NIT No.: BHI/PI(S)/675/1050

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me/us by ENGINEERING PROJECTS (INDIA) LIMITED and I/we hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of clause 1.2 and 1.3 of the Tender Documents (Instructions to Bidders) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case.

   In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I/we agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith

Yours faithfully,

(Signature of the Bidder)

Seal of Bidder

Dated: ____________________
ENGINEERING PROJECTS (INDIA) LTD.  
(A GOVT 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 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 whatsoever 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 No. & Date (viii) Package Number (ix) Gross Weight in Kg (x) Net Weight in Kg (xi) Outer Dimension in cm (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 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 intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. 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 completion of supplies.

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.
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
   In House  Through External Agency
   a) Testing Facilities
      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
For use in EPI

Data has been collected over phone verbally.

Signature of person collecting data

Evaluation & Review

Yes

No

Reviewed the details of vendor Product is suitable

If Yes basis

Sample checked
Specification checked
Supplier’s details reviewed
Enjoys goodwill / Reputation

Testing facilities adequate
Enquiries from customers of sub suppliers

Past performance with EPI

Approved
Reviewed

Signature
Signature
ADDITIONAL PURCHASE CONDITIONS (APC)

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 brief scope of work included in this tender shall include (but not limited to) ‘Detail Engineering, Manufacturing, Testing and Supply of ‘CONVEYOR PULLEYS’ for the project of “Augmentation of Fuel & Flux Crushing Facilities (Pkg-064) for Bhilai Steel Plant at Chhattisgarh” as per BOQ, technical specification and approved drawing.

Following is also included in the scope of work:

1. Representative of successful bidder should be available at site during unloading of conveyor pulleys to ensure completeness as per drawing.

3.0 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.

4.0 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 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 valid NSIC certificate/relevant copies of registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act against Tender fee.

f) Non-submission of valid NSIC certificate/ relevant copies of registration letter (in the form of Memorandum-2 with the concerned DIC) under MSME Act 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.

5.0 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.

6.0 PAYMENT TERMS

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

Following breakup of payment shall be followed:

a) 95% Payment Progressively on delivery of material at site.

b) 5% after 6 months from delivery of last consignment.

7.0 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.

8.0 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.

9.0 For Dispatch of materials to Site, the vendor shall mark consignee as “Bhilai Steel Plant, SAIL A/c EPIL, Bhilai” and follow dispatch instruction to be given by EPI.
10.0 COMPLETION PERIOD

Completion of the total work as mentioned in the NIT & tender documents shall be One month from the date of Manufacturing Clearance.

11.0 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.

12.0 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.

13.0 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.

14.0 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.

15.0 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.

16.0 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 intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalized Bank/Scheduled Bank). The bank guarantee should remain valid till 3 months from expiry of defect liability period.

17.0 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 erection. 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.

18.0 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 (+/-) 25% 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).

19.0 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.

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

22.0 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.

23.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS:

No advance will be paid whatsoever.

24.0 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.

25.0 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.

26.0 CONCILIATION AND ARBITRATION

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:-

26.1 Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise
concerning the works of 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 Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

26.2 If the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

26.3 It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

26.4 The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

26.5 The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

26.6 Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Memorandum’ to the ‘Form of Tender’.

26.7 The award of the Arbitrator shall be final, conclusive and binding on both the parties.

26.8 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made thereunder and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

Note: Not withstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:-
A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either Bidder to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained D.O. No. 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)