NOTICE INVITING TENDER

Engineering Projects (India) Ltd., (EPI) invites tender for Supply of Ordinary Portland Cement (OPC) of 43 Grade for Construction of Super Specialty Hospital for Govt. Rajaji Medical College at Madurai, Tamil Nadu for items as mentioned in Price bid (Attached) and as per specification as given below:

1. Cement shall be OPC-43 Grade as per specification IS: 8112 (with latest revision) from RAMCO, ULTRATECH, ACC, CORMANDAL, INDIA CEMENTS and CHETTINAD

2. The Ordinary Portland Cement shall be supplied fresh from manufactures/ suppliers.

3. Manufacturers Test Certificate shall be issued and produced for every batch of cement. All the cement bags should be marked with the batch number.

4. The rates quoted by the bidder shall be inclusive of all taxes, freight, packing & forwarding, excise duties and other charges as applicable on FOR EPI site delivery basis at Govt. Rajaji Medical College, Madurai, Tamil Nadu. **Unloading of bags will be arranged by EPI at site.**

5. **Price:** The bidder shall quote rate separately for standard baggage cement and for bulk cement in containers, **with issuance of ‘C’ form by EPI and also without ‘C’ form** by EPI.

6. **Variation in Quantity:** Upto Plus or Minus 20% of order quantity.

7. **Lots and Size:** Cement shall be delivered at site in consignments as per site requirement and in consultation with the representative of EPI.

8. Samples drawn by EPI from each lot shall be sent for testing to any Govt. approved laboratory. The supplier shall remain bound to replace the lots in case the test results are found not satisfactory.

9. **Payment Terms:** 100% Payment against delivery of the material at site.

10. **Conciliation and Arbitration**

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

    10.1 Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the
Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

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

10.3 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.

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

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

10.6 The arbitrator shall make speaking Award and give reasons for his decisions in respect of each dispute/claim along with the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

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

10.8 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.

Note: Notwithstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.
2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained D.O. No. DPE/4(10)/2001-PMA-GL1 dated 22/01/2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

11. 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 Chennai only.

The offer should be valid for a minimum period of **Two (2) months** from the last date of submission of bid. In case the last date of submission of bid is extended the same shall be considered.

Delivery Period: Progressively within **Three (03) calendar months** from the date of issue of Purchase Order.

The interested tenderers can download all the documents from website www.engineeringprojects.com or www.eprocure.gov.in with all corrigendum / Addendum uploaded till the last date of issue of tender. **All the downloaded documents shall form part of the “Tender Documents”** The complete tender document comprising of the following is to be duly signed & stamped on each page and enclosed along with the price bid.

The tenders of all such parties, who are not found suitable, shall not be considered. The decision of EPI in this regard shall be final & binding on the party.

Bidders may submit their offer **duly signed and stamped on each page** in sealed envelope clearly mentioning title, NIT number, date of the tender enquiry & last date for receipt of tender at the address given below

The Group General Manager  
Engineering Projects (India) Ltd.  
3-D, East Coast Chambers  
92, G.N. Chetty Road, T.Nagar, Chennai 600 017  
Ph.No. 044-28156421, 044-28156886, 044-28157106  
Fax No. 044-28156629

**Date & Time for downloading tender documents: From 12.01.2017 to 25.01.2017 upto 10:00 AM**

**Last date of submission of tender : On or before 25.01.2017 by 12:30 PM**

**Date & Time of Opening of Tender : 25.01.2017 at 04:30 PM**  
(Techno Commercial cum Price Bid)

The offer is to be submitted in sealed envelope, the cover must be clearly marked with title, NIT number, date of the tender enquiry and last date for receipt of tender.

EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reasons whatsoever. The information of extension / cancellation, if any, shall be given on the website www.engineeringprojects.com or www.eprocure.gov.in. The intending Tenderers are requested to visit the EPI’s website regularly for this purpose. Bidders are also requested to attend the opening of the bid at the address and time mentioned above.
## Work:
Supply of Ordinary Portland Cement (OPC) of 43 Grade for Construction of Super Specialty Hospital for Govt. Rajaji Medical College at Madurai, Tamil Nadu

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### Commercial terms and conditions:
1. The rates quoted by the bidder shall be inclusive of all taxes, freight, packing & forwarding, excise duties and other charges as applicable on FOR site delivery basis. Unloading of bags will be arranged by EPI at site.
2. **Variation in Quantity**: Up to Plus or Minus 20% of order quantity.
3. **Material Test Certificate**: Required
4. **Lots and Size**: Cement shall be delivered at site in consignments as per site requirement and in consultation with the representative of EPI.