TENDER DOCUMENT

TENDER No: SRO/CON/ETS/002 DATED 19.01.2018

FOR
Tender for "Construction of Super Specialty Hospital for Govt. Rajaji Medical College at Madurai, Tamil Nadu- Supply of Ordinary Portland Cement (OPC) of 43 Grade".

VOLUME - I

Notice Inviting Tender (NIT)

Special Instruction to Tenderers (SITT)

General Purchase Conditions (GPC)
 NOTICE INVITING e-TENDER (NIT) (SHORT NOTICE)

1.0 Tender for “Construction of Super Specialty Hospital for Govt. Rajaji Medical College at Madurai, Tamil Nadu- Supply of Ordinary Portland Cement (OPC) of 43 Grade”.

Engineering Projects (India) Ltd. invites the online Item rate tender from the eligible Manufacturer/firms/Vendors/Dealers/Supplier who fulfil the eligibility criteria as per the brief particulars of scope for the Construction of Super Specialty Hospital for Govt. Rajaji Medical College at Madurai, Tamil Nadu- “Supply of Ordinary Portland Cement (OPC) of 43 Grade” in Single Stage-One Envelope system (Techno-commercial cum Price Bid) for the following works:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>NAME OF WORK</th>
<th>ESTIMATED COST (Excl. GST)</th>
<th>TIME OF COMPLETION</th>
<th>APPROVED MANUFACTURER/ES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply of Ordinary Portland Cement (OPC) of 43 Grade from the listed manufacturers in bags and bulker form</td>
<td>Rs. 61,50,000 (Rupees Sixty One Lakhs Fifty Thousand Only)</td>
<td>02 (Two) Months</td>
<td>ACC, Coramandal/India cements, Ramco, Chettinad and Ultratech</td>
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The brief scope of work included in this tender shall include (but not limited to) for “Construction of Super Specialty Hospital for Govt. Rajaji Medical College at Madurai, Tamil Nadu- Supply of Ordinary Portland Cement (OPC) of 43 Grade" (hereinafter referred to as “Works”) as per Terms and conditions given in Tender Documents. The detail of scope of work is given in the tender document.

Time schedule of Tender activities:
(i) Date & Time for Downloading of tender documents: upto 29.01.2018 (12:00 Noon).
(ii) Last Date & Time of Online submission of Tenders: On or before 29.01.2018 upto 02:30 PM
(iii) Date & Time of online opening of tender (Technical cum price bid): 29.01.2018 at 03:00 PM.
(iv) Pre Bid Meeting at EPI SRO Chennai Office on 24.01.2018 (Tentative) at 02:30 PM
In case of any unscheduled holiday taking place on the last day of issue of tender/submission of tender the next working day shall be treated as the scheduled time and day of issue of tenders/submission of tenders.

1.0 Manufacturer/firms/Vendors/Dealers/Supplier should have experience in “Supply of cement”. The intending tenders must be any of those appearing the list of Approved manufacturers mentioned in BOQ. Bidders who fulfil the following requirements are eligible to participate in this tender. Joint ventures are not accepted.

   a. Should have valid PAN (Permanent Account Number) of Income Tax
   b. It is desirable to have valid GST Registration No of the respective state.

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

3.0 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.

4.0 The vendors currently under any litigation with EPI shall not be allowed to participate in this tender and in case a tenderer is found to conceal or neglect this stipulation in securing this work the purchase order or LOI issued to him shall stand automatically withdrawn and EMD submitted by him at the tendering stage or security deposit-cum performance bank guarantee in absence of EMD shall stand forfeited.

5.0 Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered to be 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 / forged.

6.0 Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he has record of poor performance such as abandoning work, not properly completing the work, delay in execution of work, poor quality of work, financial failure / weakness etc.

7.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com, CPP-Portal: www.eprocure.gov.in and as well as on TCIL portal http://www.tcil-india-electronic-tender.com.
   (i) Notice Inviting Tender, Special Instructions to Tenderers and General Purchase Conditions (GPC) (Vol-I)
   (ii) Additional Purchase Conditions (APC) (Vol-II)
   (iii) Price Bid / Bill of Quantity (Vol-III)

8.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
9.0 Interested bidders have to necessarily register themselves on the portal https://www.tcil-india-electronicbidding.com through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at the following address to complete the registration formalities:

M/s Telecommunications Consultants India Limited,
6th Floor, TCIL Bhawan, Greater Kailash – 1, New Delhi – 110 048
Contact No. : 011-26241790 and 98683 93717/75/92
Email-ID: ets_support@tcil-india.com

They may obtain further information regarding this tender from GGM-SR at the address given at Clause No.18.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely https://www.tcil-india-electronicbidding.com (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

10.0 E-Bids must be submitted / uploaded along with scanned copies of relevant documents pertaining to Clause no.1 (a) to 1(e) under Single Stage single Envelope Bidding Procedure on the TCIL portal at or before 14:30 hours on 29.01.2018. Late bids will not be accepted. Under the above procedure, envelope (Technical Part cum Price bid) shall be opened on 29.01.2018 in the presence of the bidders' representatives who choose to attend in person at the address given below at 15:00 hours or may be viewed by the bidders by logging in to the portal as per features available to them.

11.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/CPP portal as well as on TCIL portal http://www.tcil-india-electronicbidding.com the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.
12.0 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.

13.0 In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.

14.0 All correspondence with regard to the above shall be to the following address (By Post/In Person):

**Group General Manager**
ENGINEERING PROJECTS (INDIA) LTD, SRO,
3D, EC Chambers,
92, G N Chetty Road,
T Nagar, Chennai- 600 017,
Tel: 044-28156421, 28156886
Fax: 044-28156629

For more information on EPI, visit our site at: [https://www.engineeringprojects.com](https://www.engineeringprojects.com)
For more information on the portal, site of M/s Telecommunications Consultants India Limited, New Delhi at: [https://www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com)

**Group General Manager -SR**
Date: 19.01.2018
ENGINEERING PROJECTS (INDIA) LTD.  
(A. Govt. of India Enterprise)

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal https://www.tcil-india-electrionictender.com through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Single Stage Single Envelope

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   -Query to Engineering Projects (India) Ltd. (Optional)
8. View response to queries posted by Engineering Projects (India) Ltd.
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS
    -Opening of relevant Bid-Part (PQ Application)
11. Post-TOE Clarification on ETS (Optional)
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

**Registration**

To use the ElectronicTender® portal [https://www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Any Instructions for Online/ Offline Payment of Registration Fee??**

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<table>
<thead>
<tr>
<th>TCIL/ ETS Helpdesk</th>
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</table>
| **Telephone/ Mobile** | *Customer Support: 011-26241790 (multiple lines)*  
*Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792* |
| **E-mail ID** | ets_support@tcil-india.com  
[Please mark CC: support@electronictender.com] |
Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:
- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact person Name: Group General Manager -SR
Address: ENGINEERING PROJECTS (INDIA) LTD, Southern Regional Office, 3D, EC Chambers, 92, G N Chetty Road, T Nagar, Chennai- 600 017, Tel: 044-28156421, 28156886 Fax: 044-28156629

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time). Pass-phrase (for Technical Cum Financial Bid in envelope) to decrypt the Bid

Note: Bidders are required to pay applicable ETS bidding fees online at the time of bid submission.

Special Note on Security and Transparency of Bids
Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with ‘Acceptance of Registration by the Service Provider’, provision for security has been made at various stages in Electronic Tender’s software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does
not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g., the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g., the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Engineering Projects (India) Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The
tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically for Supplier organizations, the following ‘SEVEN KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization’s concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from ‘Bid-Submission Overview Page' only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

NOTE:
While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.
Engineering Projects (India) Ltd.
(A GOVERNMENT OF INDIA ENTERPRISE)

Materials Management Division

GENERAL PURCHASE CONDITIONS

1. Definition

1.1 The Buyer means Engineering Projects (India) Limited, a Company incorporated in India and having its registered office and Corporate Office at Core 3, Scope Complex, Lodi Road, New Delhi-110003.

1.2 Supplier’ means the tenderer whose tender has been accepted and shall include his its/their heirs, executors, administrators or successors and permitted agents as the case may be.

1.3 ‘Purchase Order’ means the letter of memorandum, communicating to the supplier, the acceptance of his tender and includes an advance acceptance of his tender.

1.4 ‘Consignee’ means where the stores are required by the purchase order to be despatched by rail, road, air or steamer, the person specified in the Purchase Order to whom they are to be delivered at the destination, where the stores are required by the Purchase Order to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.

1.5 ‘Inspectors’ : Inspectors deputed by BUYER.

2. Terms & Expressions

Terms & expressions not herein defined shall have the same meanings as assigned to them in the Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

3. Prices

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons whosoever which may occur while the order is being carried out.

4. Payment Terms

Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a cheque or demand draft in accordance with the following procedure.

4.1 90% of the price of the equipment/material shall be paid on proof of despatch to the consignee through bank or delivery to an interim consignee, if any, and on production of Inspection Note issued by the Inspector, Maker's Test Certificate, the number- and
date of the Railway receipt, postal receipt, bill of lading or consignment note under which the goods charged for in the bill are despatched by rail, post, sea or air respectively and the number and date of the letter with which such railway receipt, post receipt, bill of lading shall also be attached to the bill and in the case of stores despatched by post, the postal receipt shall be attached in original to the bill. The bank charges shall be borne by the supplier.

4.2 Balance 10% of price of equipment/material shall be released within 30 days after expiry of the warranty period as per Clause No. 17.

5. **Insurance to be arranged by BUYER.**

6. **Inspection, Checking, Testing**

The stores covered by the Purchase Order shall be subject to preliminary inspection and testing at any time prior to shipment and/or despatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual despatch before and after completion of packing.

The supplier shall inform the BUYER at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/sub-supplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier.

If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier.

In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices.

Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.

In any case, the stores must be strictly in accordance with the Purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. **Maker's Test Certificate:**

Maker's Test Certificate shall be supplied by the supplier at the time of inspection. Failure to comply may cause delay in the issue of certificate of inspection and consequent delay in delivery and payment.
8. Packing, Marking and Painting:

A. The stores shall be despatched by the supplier adequately packed in appropriate packing which should be suitable for sea and inland carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and all equipment should be properly lubricated.

B. Each package shall contain packing list in English. Each packing shall bear the following marking in English, in indelible paint:

(i) Address of the Ultimate Consignee (ii) Address of the Interim Consignee, if any (iii) Name of Railway Station for ultimate and interim consignee, (iv) Supplier's name (v) Name of Equipment (vi) Railway Station from where despatched (vii) Purchase Order No. & Date (viii) Package Number (ix) Gross Weight in Kg (x) Net Weight in Kg. (xi) Outer Dimension in Cms. (xii) TOP 'Do NOT TURN OVER' 'HANDLE WITH CARE' etc.

The package shall indicate the centre of gravity with a red vertical line, wherever required, together with marking for slings.

The package which cannot be so marked shall have metal tags with the above marking on them.

As far as possible, size of packings shall remain within the permissible limit allowed by the Indian Railways. If this is not possible, timely information will be given and necessary over dimension sanction obtained.

9. Security Deposit:

The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfilment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalised Bank (if from any other bank the bank guarantee should be duly countersigned by State Bank/Reserve Bank). The bank guarantee should remain valid till completion of supplies.

10. Despatch Instructions:

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

11. Assembly, after sales service and training:

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

12. Respect of Delivery Date :

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

13. Penalty for late deliveries :

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

14. Risk Purchase on Default

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract 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, recognised or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue 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 despatch whichever is earlier.

18. Performance Guarantee

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

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

19. Indemnity

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

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

The supplier shall furnish itemised and priced list of spare parts required for two years normal operation of the equipment alongwith the quotation.

21. Drawings

The supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.

22. Literature of Equipment

Following literature and documents for the equipment shall be supplied in five copies each free of cost alongwith the equipment,
(a) Operator's instructions (b) Service Manual (c) Illustrated and detailed parts catalogues (d) Specifications (e) A list of service tools required for routine servicing of the equipment.

23. Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right matter or thing whatsoever if any, arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or any contradictions or otherwise concerning the purchase order or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman and Managing Director/General Manager (accepting authority) of Engineering Projects (India) Ltd. and if the Chairman and Managing Director/General Manager is unable or unwilling to act to the sole arbitration some other person shall be appointed by the Chairman and Managing Director/General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (India) Ltd., and that he had to deal with matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chairman and Managing Director/General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director/General Manager as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Cases where the amount of award in claim is Rs. 50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the arbitration act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.
It is a term of the contract that the party invoking arbitration shall specify the disputes or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each disputes or difference referred to him.

The avenue of arbitration shall be such place as maybe fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to the contract.

24. Court Jurisdiction

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Delhi/New Delhi only.

Check List for Evaluation & Selection of Suppliers / Vendors

1. Name
2. Address
3. Contact Person
4. Proprietor
5. a) Phone Nos.
   b) Fax Nos.
6. Items / Products
7. Manufacturer
   Distributor
   Dealer
   Stockist
8. Facilities Available

a) Testing Facilities
   i) For Incoming materials
   ii) For In process
   iii) For Final Product

b) Can Issue Test Certificate
   Yes              No

c) Details of Manufacturing Facilities

d) Products being manufactured
   (Product Catalogues)

9. Annual Turn Over

10. Whether ISO 9000 certified or not

11. Whether IS certified or not

12. Reference list of important customers during last five years

13. Ability to give after sales service

14. Sample sent or not

To Incharge MMD
EPI

Signature of Vendor / Supplier
Name
Designation
Date

For use in EPI

Data has been collected over phone verbally.

Signature of person collecting data

Evaluation & Review

Yes              No

Reviewed the details of vendor

Product is suitable

If Yes basis
Sample checked

Specification checked

Suppliers details reviewed

Enjoys goodwill / reputation

Testing facilities adequate
Enquiries from customers of sub suppliers

Past performance with EPI

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