AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: ERO/MMD/HR/1095

Tender for the “Supply of Office Stationery on item rate basis valid for a period of Six months for EPI, ERO, Kolkata ”.

VOLUME – I

Notice Inviting Tender (NIT), Instructions to Tenderer (Supplier), Addendum to ITT (Supplier), General Purchase Conditions (GPC), Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Affidavit.

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
50, Chowringhee Road
Kolkata-700071
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Notice Inviting Tender

ENGINEERING PROJECTS (INDIA) LTD.
(A. Govt. of India Enterprise)
ERO-Kolkata

NOTICE INVITING TENDER (NIT)

NIT No.: ERO/MMD/HR/1095 27.09.2018

Name of the work: Tender Enquiry for Supply of office stationery on item rate basis valid for a period of Six months for EPI, ERO, Kolkata

Sealed tenders in two bid system (Techno Commercial and Price bid) are invited from interested eligible bidders/Agencies by Engineering Projects (India) Ltd. for Eastern Regional Office, Kolkata for Supply of Office stationary on item rate basis valid for a period of Six Months as per enclosed bill of quantities and GPC of EPI (General Purchase Conditions of EPI).

Estimated value of work: 2 lakhs

Time of Completion: 06 (Six) months from the date of LOI/Purchase Order.

All Tender documents are uploaded in EPI's website and can be downloaded by the interested tenderers for submission of Tender.

|   | **Cost of Tender**: The cost of this tender will be **Rs.590/- (including GST @ 18%)** payable by demand draft in favour of Engineering Projects (India) Ltd., payable at Kolkata. Those tenderer who have downloaded this tender from website, a demand draft of **Rs.590/- (including GST @ 18%)** may be submitted alongwith the tender on this account.
|---|---
|   | GSTN of EPI Kolkata is 19AAACE0061C1Z.

|   | **Earnest Money Deposit**: All tenders shall be accompanied by Earnest Money Deposit (EMD) of **Rs.4000/- (Four Thousand only)**. This shall be in the form of Pay Orders/Bank Draft Crossed Demand Draft, in favour of "ENGINEERING PROJECTS (INDIA) LTD.," payable at Kolkata from any Nationalized/Scheduled Bank.
|---|---
|   | Tender submitted without EMD or with inadequate amount of EMD and also without cost of tender shall be rejected. EMD of the successful bidder will be covered to Security Deposit and will be returned within 15 days after successful completion of the work.
|   | EMD of the unsuccessful bidder will be returned within 15 days of finalization of Purchase Order.

|   | **The tenderer should sign, stamp and date in all the pages of the tender document as a token of acceptance of all the terms and condition in totality. In case any page of the tender document found without duly signed, stamped and dated, the tender will be liable to be rejected.**

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Signature of Contractor
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Office Stationery

EPIL
4 Issuance of tender documents to any tenderer, shall, however, not construe that the tenderer is considered qualified for the tender work and the bid may be rejected, if on detailed scrutiny, the documents submitted along with the Tender are found to be unsatisfactory. Tenderer must bid for the entire scope of work as mentioned in the Bill of Quantity and part offer will summarily be rejected for which any correspondence from the tenderer will not be entertained.

5 **PQ Criteria:** List of PQ Criteria:
Bidder should have experience in supplying the office stationery items and have running establishment in or around Kolkata for last three years.

Bidders **should have valid** PAN (Permanent Account Number of Income tax) & GST Registration nos. copies of documentary evidence to be submitted.

Should have valid GSTN (in the state of West Bengal) registration. In case the Bidders do not have GSTIN (in the state of West Bengal) registration, the same shall be obtained by the successful Bidder within one month from the date of LOI or before raising of first RA bill. An undertaking shall be submitted by the Bidder for the submission of GST (in the state of West Bengal) registration in line with the above.

Bidders who intend to get exemption from submission of Tender fee and EMD shall submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi) vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 (with the concerned DIC) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.

The experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies/ Municipal Bodies/ Public Limited Companies listed on BSE/NSE and Private Party shall be accepted for assessing the eligibility of tender. However, the certificates issued by a Public Limited Company & Private Party must be supported by TDS certificates and Turnover Certificate from Chattered Accountant in support of value of work done by the tenderer.

Relevant Experience certificates and other documents as mentioned above fulfill the qualifying criteria duly self attested by the tenderer shall be enclosed in **Envelope-1.** The Completion certificate from Clients shall be in the name of the company who is submitting the tender. The bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the tenderer.

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 supplier in
this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

Notwithstanding anything stated above, EPI reserves the right to assess the bidder’s capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of EPI.

The credentials of the Bidders shall be verified and if required inspection of the works to be carried out by EPI and in case found not satisfactory, their bid will be considered non-responsive.

**False Statement**

In case any of the credentials are provided to false/ fabricated, not only tender will be rejected but EMD shall also be forfeited and action shall be initiated to debar the bidder for future participation in EPIL tender.

The tender/bid of any tenderer/bidder shall be rejected if in the detailed scrutiny documents submitted along with the tender/bid are found to be unsatisfactory / forged. The decision of EPI in this regard shall be final and binding on the tenderer/bidder.

No bidder will be allowed at anytime on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation / typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

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.

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.

<table>
<thead>
<tr>
<th></th>
<th><strong>Price</strong></th>
<th>FOR EPI office at 50, Chowringhee Road (9th floors), Kolkata – 700 071. The item rates shall remain firm and free from all escalations during the contract period of Six months. The rates shall be inclusive of GST, packing, forwarding, freight and all incidental charges for delivery upto the destination.</th>
</tr>
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<tbody>
<tr>
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<td><strong>Payment Terms:</strong></td>
<td>100% payment within 15 days of receipt of invoice after receipt of stores in good conditions in EPI Kolkata office.</td>
</tr>
<tr>
<td>8</td>
<td>The tender is to be submitted in two separate sealed covers marked as under:</td>
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Notice Inviting Tender

ENVELOPE-1:: Techno Commercial Bid

Signed Bill of Quantities with terms and conditions of work, deviations if any should be clearly indicated on a separate sheet and unpriced copy of price bid in one sealed cover IN DUPLICATE along with (a) Cost of Tender and (b) EMD as applicable.

This Envelope shall also contain the following:

i) Requisite Cost of Tender and EMD

ii) Letter of Undertaking in duplicate for unconditional acceptance of the Tender conditions as per Proforma given in Instructions to Tenderers (ITT).

iii) Complete Tender Documents comprising of NIT, Documents in support of fulfillment of PQ Criteria, Instructions to Tenderer (Supplier), Addendum to ITT (Supplier), General Purchase Conditions (GPC), Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Affidavit

Vol-II Additional Purchase Contract (APC)

Vol-III Bill of Quantity cum quoting sheet Blank copy (Without PRICE)

This Envelope – 1 shall be superscribed as: “Techno Commercial Bid” for Supply of Office Stationery on item rate contract basis valid for a period of Six months for EPI, ERO, Kolkata

NIT No.:........................................
DUE ON: ........................................
FROM :  (Name of the Tenderer, Address and Contact no.)

1 ENVELOPE-2: PRICE- BID

This Envelope shall contain only the “PRICE- BID” as per the format given in Annexure.

The price bid of those bidders whose bid has been found technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 Bidder shall be accepted subject to the confirmation of authenticity of the PQ documents from the concerned department where applicable.

The tenderer should quote the rates for the items tendered by them in figures as well as in words and the amount in figures only. The amount for each item should be worked out and the requisite totals and the page totals given where applicable.

This Envelope shall be superscribed as : “PRICE- BID” for Supply of office Stationery on item rate c basis valid for a period of Six months to EPI, ERO, Kolkata

NIT No.:........................................
DUE ON: ........................................
FROM :  (Name of the Tenderer, Address and Contact no.)

Both the envelopes duly marked as 1 & 2 shall be separately sealed and kept in a third envelope which should be superscribed as: “for Supply of office Stationery on item rate basis valid for a period of Six months to EPI, ERO, Kolkata

NIT NO:........................................
DUE ON: ........................................
FROM: (Name of the tenderer, Address and Contact no.)

At the bottom of the left hand side of all the envelopes the name, address and contact No. of the individual tenderer should be superscribed.

Validity of Offer

The offer should be valid for a minimum period of 90 days from the date of opening of the price bid.

Signature of Contractor
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Notice Inviting Tender

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<td>The interested tenderer can also collect the complete set of tender documents from GGM (MMD) EPI, 50, Chowringhee Road, Kolkata – 700071 from 9.30 AM to 5.00 PM on all working days (Monday to Friday) up to one day prior to last date of submission of the tender.</td>
</tr>
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</table>
| 13 | The schedule dates for tender activities are as follows:
  i) Last date for collection of tender documents :: 22.10.2018 upto 4.00 PM
  ii) Last Date of submission of Tender :: 23.10.2018 at 2.30 P.M.
  iii) Date & Time of opening of Techno-commercial bid :: 23.10.2018 at 3.00 P.M. |
| 14 | Interested parties may submit their offer to the following address ::
  GGM (MMD)
  Engineering Projects (India) Ltd
  ( A Govt. of India Enterprise)
  50, Chowringhee Road, 9th Floor
  Kolkata – 700 071. |
| 15 | EPI reserves the right to accept any or reject any or all offers or extend the date of submission of the offer or cancel any or all the tender(s) or annul this process without assigning any reason whatsoever. The corrigendum, extension, cancellation of this NIT, if any, shall be hosted in EPI's/ CPPP website only. The intending bidders are requested to visit the EPI's/CPP websites regularly for this.  
  GGM MMD
  (ERO), KOLKATA |
Notice Inviting Tender

ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO TENDERERS (SUPPLIERS)

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, Kolkata

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:

GGM (MMD)
Engineering Projects (India) Ltd
(A Govt. of India Enterprise)
50, Chowringhee Road, 9th Floor
Kolkata – 700 071.

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

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to furnish the documents as required in Clause No. 25 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, deviation sheet and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

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.

The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and Technically acceptable shall only be opened. The tenders of all such parties, who are not found suitable, shall not be considered and their earnest money deposit will be returned.

The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para. – 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 ‘Covering Letter inviting Tender’ in the form of crossed Demand Draft drawn in favour of Engineering Projects (India) Ltd., payable at New Delhi or Bank Guarantee from a Nationalized Bank/Scheduled Bank in the prescribed enclosed proforma valid for 150 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

This must be submitted in 1st envelope super scribed as “Techno-Commercial”. The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

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

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

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

11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit/returned on receipt of Security Deposit and unconditional acceptance of the order.

12. 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.
Notice Inviting Tender

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

14. 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.

   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.

   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.

15. 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.

16. EPI reserves the right to split the order.

17. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving 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.

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

19. 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.

20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

21. 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.

22. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.
Notice Inviting Tender

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

24. Jurisdiction: All disputes shall be subject to Kolkata Courts alone.

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

   a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.

   b) List of order under execution indicating name of the client, value, date of order and delivery.

   c) Audited balance sheet and profit and loss account for the last 3 years.

   d) Registration Certificate / Memorandum of Association / Partnership Deed.

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

   f) Sales Tax Clearance Certificate.

Seal and signature of the tenderer
ADDENDUM TO “INSTRUCTIONS TO TENDERER (SUPPLIERS)”

1.0 CLAUSE NO. 4 of Instructions to Tenderers (Suppliers) stands amended as below:

1.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying unconditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the ‘Price-Bid’ / Tender.

1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of Tender, the 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

2.0 CLAUSE NO. 7 of Instructions to Tenderers (Suppliers) stands amended as below:

Earnest Money deposit for the amount indicated in the ‘Notice inviting Tender’ required to be submitted shall be in the form of crossed Demand Draft drawn in favour of “Engineering Projects (India) Ltd.” payable at Kolkata.

3.0 CLAUSE NO. 16 of Instructions to Tenderers (Suppliers) is amended as below:

EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The tenderer is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

4.0 CLAUSE NO. 17 of Instructions to Tenderers (Suppliers) stands amended as below:

The tender shall remain open for acceptance for a period of 90 days from the date of opening of price bid of the tenderer by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

5.0 CLAUSE NO. 22 of Instructions to Tenderers (Suppliers) stands deleted.

6.0 CLAUSE NO. 25 modified as below:

Signature of Contractor

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Office Stationery

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

a. List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.
b. List of works under execution indicating name of the Client, Total Contract Value,
c. Audited balance sheets and profit and loss accounts along with schedules for the last 5 years.
d. Copy of latest income-tax returns filed along with PAN.
e. Credentials and completion certificates.
f. Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.
g. GSTN Registration Certificate.
h. Any other document as stipulated above and in “Tender Documents”

7.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.

8.0 The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

9.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Bidder having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Bidder or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Bidder service.

10.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.

11.0 No interest will be payable by EPI on the said amount covered under EMD / other Security Documents.

12.0 EPI reserves the right to finalize part order with part items at the quoted / negotiated rates of those part items. The tenderer shall quote the price of each item accordingly.

13.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Bidders who resort to canvassing will be liable to rejection.

14.0 The tenderer shall not be permitted to tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Bidder from tendering for future works under EPI.
15.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Purchase Conditions of Contract, General Purchase Conditions (GPC) etc.

All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.
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 in corporate 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/bidder whose tender has been accepted and shall include his it’s / 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 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 here in 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 who so ever 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, 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 30days 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 21days 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 inspections. Failure to comply may cause delay in the issue of certificate of inspections 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 in land 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 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 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 counter signed 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 in to 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 zero point five percentage (0.5%) of the value of the entire contract for every week of delay or part thereof limited to an aggregate of five (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 (21) days from the date of occurrence thereof, neither party shall be reason of such event been titled 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. Incase 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 un used, 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 trademark. 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 there from.

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 (2) years normal operation of the equipment along with 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 along with 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 here in 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 what so ever 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 there of 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 there under 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 may be 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 Kolkata only.
Check List for Evaluation & Selection of Suppliers / Vendor

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>Name</td>
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<tr>
<td>2</td>
<td>Address</td>
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<tr>
<td>3</td>
<td>Contact Person</td>
</tr>
<tr>
<td>4</td>
<td>Proprietor</td>
</tr>
<tr>
<td>5</td>
<td>a) Phone Nos.</td>
</tr>
<tr>
<td></td>
<td>b) Fax Nos.</td>
</tr>
<tr>
<td>6</td>
<td>Items /Products</td>
</tr>
<tr>
<td>7</td>
<td>Manufacturer</td>
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<tr>
<td></td>
<td>Distributor</td>
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<tr>
<td></td>
<td>Dealer</td>
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<tr>
<td></td>
<td>Stockist</td>
</tr>
<tr>
<td>8</td>
<td>Facilities Available</td>
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<tr>
<td></td>
<td>a) Testing Facilities</td>
</tr>
<tr>
<td></td>
<td>i) For Incoming Materials</td>
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<td></td>
<td>ii) For In Process</td>
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<td></td>
<td>iii) For Final Product</td>
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<tr>
<td></td>
<td>b) Can Issue Test Certificate</td>
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<tr>
<td></td>
<td>c) Details of Manufacturing Facilities</td>
</tr>
<tr>
<td></td>
<td>d) Products being manufactured</td>
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<td></td>
<td>(Product Catalogues)</td>
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<tr>
<td>9</td>
<td>Annual Turn Over</td>
</tr>
<tr>
<td>10</td>
<td>Whether ISO 9000 certified or not</td>
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<tr>
<td>11</td>
<td>Whether IS certified or not</td>
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<td></td>
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<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Reference list of important customers during last five years</td>
</tr>
<tr>
<td>13</td>
<td>Ability to give after sales service</td>
</tr>
<tr>
<td>14</td>
<td>Sample sent or not</td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Approved</th>
<th>Reviewed</th>
</tr>
</thead>
</table>

Signature

Signature
### Bidder Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name*</td>
<td></td>
</tr>
<tr>
<td>Make / Brand*</td>
<td></td>
</tr>
<tr>
<td>Registration Number*</td>
<td></td>
</tr>
<tr>
<td>Registered Address*</td>
<td></td>
</tr>
<tr>
<td>Name of Partners/Directors</td>
<td></td>
</tr>
<tr>
<td>Bidder type*</td>
<td>Indian/Foreign</td>
</tr>
<tr>
<td>City*</td>
<td></td>
</tr>
<tr>
<td>State*</td>
<td></td>
</tr>
<tr>
<td>Country*</td>
<td></td>
</tr>
<tr>
<td>Postal code*</td>
<td></td>
</tr>
<tr>
<td>PAN/TAN / Number*</td>
<td>(PAN/TAN number must have 10 characters. e.g. AESTG2458A). For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number.</td>
</tr>
<tr>
<td>GSTIN Registration Number*</td>
<td></td>
</tr>
<tr>
<td>Company's Establishment Year</td>
<td></td>
</tr>
<tr>
<td>Company's Nature of business*</td>
<td></td>
</tr>
<tr>
<td>Company's Legal status*</td>
<td>Limited company/ Undertaking /Joint venture / Partnership /others</td>
</tr>
<tr>
<td>Company Category*</td>
<td>Micro unit as per MSME/ Small unit as per MSME/ Medium unit as per MSME/ Ancillary unit/Project of affected person of this company/SSI/others</td>
</tr>
</tbody>
</table>

### Contact Details

Enter Company’s Contact Person Details
<table>
<thead>
<tr>
<th>Title *</th>
<th>Mr/Mrs/Dr/Shree/Ms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact person Name*</td>
<td></td>
</tr>
<tr>
<td>Date of Birth*</td>
<td>(DD/MM/YYYY)</td>
</tr>
<tr>
<td>Correspondence Email*</td>
<td>(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID)</td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Phone *</td>
<td></td>
</tr>
<tr>
<td>Mobile*</td>
<td></td>
</tr>
</tbody>
</table>

*Mandatory information (must be filled by the bidders)*
FORM OF TENDER

To,
Engineering Projects (India) Limited,
(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : Tender for the “Supply of office stationery on items rate basis valid for a period of Six months for EPI, ERO, Kolkata”.

NIT No. : ERO/MMD/HR/1095

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me/us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities, Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITB”.

6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per NIT Clause 19.0 and/or I/We fail to submit Security Deposit cum Performance Guarantee as per APC Clause 9.0, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the ____________________________ day of
SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

OCCUPATION

ADDRESS

SEAL OF TENDERER
MEMORANDUM

REF: Tender for the “Supply of office stationery on items rate basis valid for a period of Six months for EPI, ERO, Kolkata”.

NIT No. : ERO/MMD/HR/1095

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Owner/Client / Employer</td>
<td></td>
<td>Engineering Projects (India) Ltd.</td>
</tr>
<tr>
<td>ii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate Contract</td>
</tr>
<tr>
<td>iii)</td>
<td>Earnest Money Deposit</td>
<td></td>
<td>Rs 4000.00 (Rupees Four Thousand Only)</td>
</tr>
<tr>
<td>iv)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs 2,00,000.00 (Rupees Two Lakh Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Supply Contract for a period of Six (6) months which shall be reckoned from the 10th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.</td>
</tr>
<tr>
<td>vi)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>vii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>viii)</td>
<td>Number of Installments for Recovery of Mobilization Advance</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Schedule of Rates applicable</td>
<td>-</td>
<td>Non Scheduled Rates</td>
</tr>
<tr>
<td>x)</td>
<td>Validity of Tender</td>
<td>NIT</td>
<td>90 (Ninety) Days</td>
</tr>
<tr>
<td>xi)</td>
<td>Security Deposit</td>
<td>APC</td>
<td>Clause No 10 of ACC</td>
</tr>
<tr>
<td>xii)</td>
<td>Retention Money</td>
<td>NIT</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>xiii)</td>
<td>Time allowed for starting the work</td>
<td>APC</td>
<td>The date of start of contract shall be reckoned 10 (Ten) days from the date of LOI.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Defect Liability Period</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>xv)</td>
<td>Arbitration</td>
<td>APC</td>
<td>As amended</td>
</tr>
<tr>
<td>xvi)</td>
<td>Jurisdiction</td>
<td>APC</td>
<td>Any court case arises by any dispute shall be subject to the Kolkata Court jurisdiction.</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER : ______________________________
NAME (CAPITAL LETTERS) : ______________________________
OCCUPATION : ______________________________
ADDRESS

: ____________________________________________

__________________________________________

__________________________________________

__________________________________________

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

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

REF: Tender for the “Supply of office stationery on items rate basis valid for a period of Six months for EPI, ERO, Kolkata”.

NIT No. : ERO/MMD/HR/1095

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to the “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 1.1, 1.2 of the Tender Documents (Addendum to “Instructions to Tenderer (Suppliers)) 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.

Dated: Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
PROFORMA FOR AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred Only) duly attested by Notary Public)

(To be submitted in Envelop-1 i.e. Technical Bid)

Affidavit of Mr. ________________________________ S/o ____________________
R/o __________________________________________

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s. ________________________________ Having its Head Office / Regd. Office at ________________________________

2. That the information / documents / Experience certificates submitted by M/s. ________________ along with the tender for ________________ (Name of work) ________________ are genuine, true and nothing has been concealed.

3. I shall have no objection in case EPI verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case EPI demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid / contract and also forfeit the EMD / All dues.

5. I shall have no objection in case EPI verifies any or all Bank Guarantee (s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch / office issuing Bank and I / We shall have no right or claim on my submitted EMD before EPI receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, EPI shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I ________________________________, the Proprietor / Authorized signatory of M/s. ________________________________, do hereby confirms that the contents of the above affidavit are true to my knowledge and nothing has been concealed there from ________________________________ and that no part of it is false.

Verified at ________________________________ this ________________ day of ________________________________

DEPONET

ATTESTED BY (NOTARY PUBLIC)