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 – II

Additional Purchase Condition

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
50, Chowringhee Road
Kolkata-700071
Additional Purchase conditions

Annexure-II

1. General
The Additional Conditions shall be read in conjunction with General Purchase Conditions. Where
the provisions of these Additional Conditions are at variance with the provisions of the General
Purchase Conditions of Contract, the provisions of these Additional Conditions shall take
precedence.

2. Scope of Work
Supply of Office Stationery on item rate basis valid for a period of Six months for EPI, ERO,
Kolkata

3. Pre-Qualification
As per NIT.

4. Price Basis
F O R EPI office at 50, Chowringhee Road (8th and 9th Floors), Kolkata – 700 071. The
items rates shall remain firm and free from all escalations during the contract period of 6
months. The rates shall be inclusive of packaging, forwarding, freight and all incidental
charges for delivery upto the destination.

5. Tender Price & Amount:
   5.1 The tenderer shall fill up the prescribed format of Price Bid (enclosed) forming
       part of tender documents with his rates both in figures and words. The tenderer
       shall take due notice of other requirements of clause 4 of Instructions of
       Tenderers.
   5.2 All other terms and conditions will be as per G.P.C. and Instruction to the
       Tenderer.
   5.3 Bidders have to separately show the breakup of total price quoted into basic price
       and GST component in the price quoted sheet and have to put a foot note in the
       quoted sheet that “Prices are all including taxes, duties and GST”.

6. Taxes and Duties
The rates shall include all applicable taxes, duties, and levies etc.

   a. The bidder/Supplier must be registered with GST and should have valid GSTIN number.
   b. The bidder/Supplier must submit as an compliances of GST Act, the invoices in GST
      compliant format failing which the GST amount shall be recovered/ adjusted by EPI
      without any prior notice from the next invoices or available dues with EPI.
c. The bidders/Supplier are requested to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

d. Rates to be quoted in this tender all inclusive with all taxes and duties etc. including GST.

e. Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

f. In case any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the last date of bid submission or afterwards, the subcontractor shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to sub-contractor. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to the last date of submission or afterwards, the said increase of taxes shall be paid/ reimbursed to the subcontractor, subject to the condition that the client reimburses the said increased taxes to EPIL.

6. Tender Documents:
6.1 Vol 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.

Vol-II Additional Purchase Contract (APC)
Vol-III Bill of Quantity cum quoting sheet.

6.2 Notwithstanding sub-division of the documents into separate sections, every part shall be deemed to be supplementary of every other part and shall be read with and into the contract.

7. Conflict in Documents
If there are varying or conflicting provisions made in anyone document forming part of the contract, the GGM of EPI shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Supplier.

8. Delivery
Delivery shall be effected within 2 (two) days from the date of issue of EPI’s Purchase Order, the procurement shall be done by delivery against requisition for the items as and when required.

Due to non-supply of any of the ordered items within the contract period, EPI may procure the same at the risk and cost of the concerned supplier.
9. Payment Terms
Clause no.04 of GPC is modified as under.
100% payment within 15(fifteen) days of receipt of invoice after receipt of goods in good condition in EPI Kolkata office.

10. Security Deposit: Clause no.04 of GPC is modified as under.
EMD of Rs. 4000/- (Rupees Four Thousand Only) deposited by the respective firm (successful bidder) shall be converted into security deposit and same shall be released on completion of the contract period, based on certification of concerned department of EPI.

11. Secured Advance: No Secured advance shall be admissible to the Supply.

12. Transit Insurance
Shall be arranged by the supplier at their cost.

13.0 Quantity of Items: Quantity of the items mentioned in the price format cum quoting sheet may be increased or reduced to any extend and or some items may be deleted.

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

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

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

(ii) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months. The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

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

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

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

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

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

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

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

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

15.0 Jurisdiction
The courts in Kolkata alone will have jurisdiction to deal with matters arising from the contact, to the exclusion of all matters.