TENDER DOCUMENT

TENDER No: NERO/CON/735/351 Dated 05.06.2019

FOR

TENDER FOR SUPPLY OF PORTLAND POZZOLANA CEMENT CONFIRMING TO RELEVANT BIS CODES FOR THE PROJECT “EXTENSION OF ACADEMIC COMPLEX, PHASE-V AT IIT GUWAHATI CAMPUS”

VOLUME–II

NOTICE INVITING TENDER

SPECIAL CONDITIONS OF CONTRACT

TECHNICAL SPECIFICATIONS
ENGINEERING PROJECTS (INDIA) LTD
(A Government of India Enterprise)
North Eastern Regional Office
GUWAHATI-781022

SHORT NOTICE INVITING TENDER

NIT No.: NERO/CON/735/351                        Date: 05.06.2019

Tender for Supply of Portland Pozzolana Cement confirming to relevant BIS codes for the project “Extension of Academic Complex, Phase-V at IIT Guwahati campus”

1.0 Engineering Projects (India) Ltd. invites Item Rate online e-tenders through e-tendering for Supply of 43 Grade Portland Pozzolana Cement (PPC) in HDPE bags for Construction of IIT Guwahati Project Work (Phase-V) in two bid system (Techno-commercial bid & Price Bid) as per tender requirement.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>1</td>
<td>Supply of Portland Pozzolana Cement</td>
<td>5000 Bags (250MT)</td>
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Time schedule of Tender activities:

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<tbody>
<tr>
<td>I</td>
<td>Start of Date &amp; Time of availability of documents: 05.06.2019 From 12.00 noon</td>
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<tr>
<td>II</td>
<td>Last Date and Time of download of Tender Documents: 26.06.2019 UP TO 11.00 am</td>
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<tr>
<td>III</td>
<td>Last date of receipt of Quries online 12.06.2019 upto 12.00 noon</td>
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<tr>
<td>IV</td>
<td>Pre-Bid meeting date 12.06.2019 at 04.00 pm</td>
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<tr>
<td>V</td>
<td>Publication of minutes of Pre-Bid meeting 14.06.2019 at 04.00 pm</td>
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<tr>
<td>VI</td>
<td>Last Date &amp; Time of Online Submission of Tenders: 26.06.2019 UP TO 12.30 pm</td>
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<tr>
<td>VII</td>
<td>Last Date &amp; Time of Submission of Offline Documents of Tenders: 26.06.2019 UP TO 01.00 pm</td>
</tr>
<tr>
<td>VIII</td>
<td>Date &amp; Time of Opening of (Techno-commercial Bid): 26.06.2019 AT 02.30 pm</td>
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2.0 Bidder may submit the following documents along with tender
   a) Valid Permanent Account Number of Income Tax.
   b) Valid GST Registration number.
   c) If bidder is dealer or supplier then bidder has to submit the Valid Retailer Certificate from the approved manufacturer duly notarized.
   d) The bidders should confirm whether they are registered with MSME/NSIC. Bidder having valid registration with NSIC under unified registration scheme for category of work, may submit the Necessary supporting documents.

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3.0 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 completion of work, poor quality of work, financial failure / weakness etc.

4.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com & CPP Portal: https://eprocure.gov.in/epublish/app and as well as on MSTC portal https://www.mstcecommerce.com/eprochome/EPIL.

1. Vol-I: General Purchase of Conditions, Guidance to Bidders, Bidder’s Information.

5.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

6.0 Interested bidders have to necessarily register themselves on the portal https://www.mstcecommerce.com/eprochome/EPIL through M/s MSTC 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 MSTC Limited, New Delhi at following address to complete the registration formalities:

M/s MSTC Limited
30 / 31A Jeevan Vikas Bhawan, 1st Floor,
Asaf Ali Road (Unlike Humed),
New Delhi - 110 002
Contact No.: 03322901004, 01123212357, 01123215163, 01123217850
Email ID: mstcnro@mstcindia.co.in (Please mention “Helpdesk” as subject while sending emails)

10 AM to 5:30 PM on all working days.

For proper uploading of the bids on the portal namely https://www.mstcecommerce.com/eprochome/EPIL (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 MSTC 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.

7.0 Relevant documents as mentioned in Clause No. 2.0 of NIT shall be submitted online as part of Technical Bid.

8.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

9.0 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 reinvite the tender at its sole discretion.

10.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

11.0 The tender shall remain open for acceptance for a period of **15 (Fifteen) days** from the due date for receiving the tender by EPI.

12.0 The quoted rates should be valid upto 6 months from the date of issue of Supply Order. The party may supply the requisite quantity within 7 days on receipt of requisition from EPI.

13.0 The rates quoted by the bidder shall be inclusive of all taxes, GST, freight, packing & forwarding, and other charges as applicable on FOR site delivery basis. Unloading will be arranged by EPI at site.

However, bidder must indicate the bifurcation of the various cost elements of their quoted Price in a separate statement along with the Price Bid i.e. Basic price + taxes & duties + Freight & transportation cost up to site.

14.0 **Quantity Variation:** The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 20% to the quantities mentioned in the Price Bid.

15.0 Termination of Purchase order: In case of unsatisfactory progress of supply or change in requirement, the purchase order shall be terminated by giving 3 days’ notice.
16.0 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-electronictender.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.

17.0 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.

18.0 Bidder confirms that they have read and understood and have copies of the ‘Tender Documents’ offer is based on the ‘tender Documents’ etc. thereof.

19.0 EPI takes no responsibility for tenders lost / delayed in postal transit and therefore, tenderer should lodge their tenders sufficiently in advance.

20.0 EPI reserves the right to postpone the tender due date and issue required amendment, if any. However, selected tenderer may be called for discussions/clarifications after the tenders have been scrutinized.

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

General Manager (Contracts)
Engineering Projects (India) Ltd.
North Eastern Regional Office
4th Floor, Hindustan Tower,
Jawahar Nagar, National Highway No.37,
Guwahati (Assam) -781022 (e-mail id: nerocontracts@gmail.com)

22.0 For more information on EPI, visit our website at: www.engineeringprojects.com
For more information on the e-tender visit website of M/s MSTC Limited, New Delhi at: https://www.mstcecommerce.com/eprochome/EPIL

General Manager (Contracts)
1. The following Special Conditions of Contract shall be read in conjunction with General Purchase Conditions (GPC). If there are any provisions in these Special Conditions of Contract, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Special Conditions of Contract shall take precedence.

2. **Payment Terms**: The Clause No.4 of GPC shall be replaced as under:

   The price is inclusive of all taxes and duties and GST. The amount of GST shall be reimbursed to you subject to raising a tax invoice bifurcating base price and GST separately for each consignment and filing of return and payment of Tax as per GST law failing which EPI shall not be able to honour your claim for GST. Please also note that return display bill raised on EPI and payment of tax is mandatory. Payment shall be made after receipt of material and against invoice furnishing the RTGS details of the supplier as under:
   a) Name of the account holder:
   b) Account name and type of account:
   c) Name of the bank and branch:
   d) IFSC code of the bank:

3. The rates quoted by the bidder shall be inclusive of all taxes, freight, packing & forwarding, excise duties and other charges as applicable on FOR site delivery basis. Unloading will be arranged by EPI at site.

   However, bidder must indicate the bifurcation of the various cost elements of their quoted Price in a separate statement along with the Price Bid i.e., Basic price, taxes & duties, Freight, loading & transportation cost up to site.

4. **Inspection, Checking, Testing**: The Clause No.6 of GPC shall be replaced as under:

   The material supplied shall be tested in lots as prescribed in the clients manual / specifications and it must conform to specifications as prescribed by IS 8112 with latest revision for Grade 43.
   In any case, the stores must be strictly in accordance with the purchase order failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract.

5. **Maker's Test Certificate**: The Clause No.7 of GPC shall be replaced as under:

   Manufacturer’s test certificate shall be supplied by the supplier along with the invoice / challan. Failure to comply may cause delay in release of payment by EPI.

6. **Packing, Marking and Painting**: The Clause No.8 of GPC shall be replaced as under:

   Required OPC shall be supplied in HDPE Bags of 50kg capacity, with the make, weight, ISI code reference, date of packing etc. clearly and legibly marked.

7. **Security Deposit**: The Clause No.9 of GPC shall not be applicable for the manufacturers.
8. **Assembly, after sales service and training:** The Clause No.11 of GPC stands deleted.

9. **Spare Parts:** The Clause No.20 of GPC stands deleted.

10. **Drawings:** The Clause No.21 of GPC stands deleted.

11. **Literature of Equipment:** The Clause No.22 of GPC stands deleted.

12. **Material shall be delivered at Construction of IIT Guwahati Project Work (Phase-V), IIT-Guwahati.**

13. **Arbitration:**

   The Clause No. 23 of GPC shall be replaced as under

   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:

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

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

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

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

   ii) 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.

iii) 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.

iv) 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.

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

vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the 'Memorandum' to the 'Form of Tender'.

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

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

14. **Court Jurisdiction:** The Clause No.24 of GPC shall be replaced as under:

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 Guwahati only.

15. **Quantity Variation:** The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 20% to the quantities mentioned in the Price Bid.
TECHNICAL SPECIFICATION

Tender No: NERO/CON/735/351             Date 05.06.2019

1. Cement to be supplied shall be Portland Pozzoalana Cement confirming to relevant BIS codes produced by a cement manufacturing company who meets the following minimum criteria
   a. The annual production is 1.0 (one) million tonnes per year confirming to relevant BIS codes.
   b. Annual turnover for the last three financial years (upto 31.03.2018) shall be Rs. 300.00 Cr.
      (To be duly established by copies of audited balance sheets for these financial year. Audited sheets for these financial years or to be certified for each of the financial year by a Chartered Accountant mentioning his / her CA registration number.
   c. Must have supplied to DGS & D and / large Government projects like National Hydro Power Construction (NHPC), North Eastern Electric Power Corporation Limited (NEEPCO), Oil India Limited (OIL) etc.
      (To be duly supported by self attested copies of purchase order / relevant documents)

2. Supplier i.e. successful bidder shall supply the cement in 50 kg PP bags bearing the manufacturer’s name, BIS marking, date of manufacture, weight etc.

3. Every batch of cement supplied will be tested and the batch will be rejected in case the results of such tests do not meet the acceptance criteria as set out in the relevant BIS code. In such a case, replacement of such rejected batch with fresh batch of cement of matching quantity within a given notice period will be responsibility of the supplier. Failure to do so during the given notice period will entitle the replacement of the cement by EPI at the risk and cost of the supplier.