TENDER DOCUMENT

TENDER No: SRO/CON/ETS/024 DATED 20.09.2019

FOR

“Supply of MS RAIL sections” for the project of “Construction of Substructure Works up to Plinth and Part Super Structure Works (Package-1 A) of Main Plant Area of Package 1 (Unit 1 & 3) at 5 x 800 MW Yadadri TPS-Veerlapalem Village, Dameracherla Mandal, Nalgonda District, TELANGANA STATE

VOLUME - I

Notice Inviting Tender (NIT)

Special Instruction to Tenderers (SITT)

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

Tender for “Supply of MS RAIL sections” for the project of “Construction of Substructure Works up to Plinth and Part Super Structure Works (Package-1 A) of Main Plant Area of Package 1 (Unit 1 & 3) at 5 x 800 MW Yadadri TPS-Veerlapalem Village, Dameracherla Mandal, Nalgonda District, TELANGANA STATE”.

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 “Supply of MS RAIL sections” for the project of “Construction of Substructure Works up to Plinth and Part Super Structure Works (Package-1 A) of Main Plant Area of Package 1 (Unit 1 & 3) at 5 x 800 MW Yadadri TPS-Veerlapalem Village, Dameracherla Mandal, Nalgonda District, TELANGANA STATE” 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 LIST</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Supply of MS RAIL sections – 52 kg/Rm in unit weight of IU grade 880 as per IRST-12-2009</td>
<td>Rs.60,80,000/- (Rupees Sixty Lakhs and Eighty Thousand Only)</td>
<td>30 Days from LOI</td>
<td>SAIL / RINL / JINDAL Steel &amp; Power / JINDAL / TATA</td>
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The brief scope of work included in this tender shall include (but not limited to) for “Supply of MS RAIL sections” for the project of “Construction of Substructure Works up to Plinth and Part Super Structure Works (Package-1 A) of Main Plant Area of Package 1 (Unit 1 & 3) at 5 x 800 MW Yadadri TPS-Veerlapalem Village, Dameracherla Mandal, Nalgonda District, TELANGANA STATE” in (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 30.09.2019 (12:00 PM).
(ii) Last Date & Time of Online submission of Tenders: On or before 30.09.2019 upto 03.00 PM
(iii) Date & Time of online opening of tender (Technical cum price bid): 27.09.2018 at 03:30 PM.
In case of any unscheduled holiday taking place on the last day of issue of tender/subscription of tender the next working day shall be treated as the scheduled time and day of issue of tenders/subscription of tenders.

1.0 **Manufacturer/firms/Vendors/Dealers/Suppliers** should have experience in “Supply of MS RAIL”. The intending tenders must be any of those appearing the list of Approved manufacturers mentioned in BOQ. Bidders who fulfill 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. Should have valid GST Registration No of the respective state.
   c. Should have manufacturer of one of the makes approved by the client namely SAIL / RINL / JINDAL Steel & Power / JINDAL / TATA (Or) Should have dealership directly authorized by one of the approved makes stated above. Bidders shall submit copy of authorization from the manufacturers of approved makes namely SAIL / RINL / JINDAL Steel&Power / JINDAL / TATA, failing which their bids may not be considered.

2.0 The Material shall be supplied fresh from suppliers unit in damage free and rust free condition.

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 MSTC portal [https://www.mstcecommerce.com/eprochome/epil/buyer_login.jsp](https://www.mstcecommerce.com/eprochome/epil/buyer_login.jsp)
(i) Notice Inviting Tender, Special Instructions to Tenderers and General Purchase Conditions (GPC) (Vol-I) and Technical Specifications 
(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.mstcecommerce.com/eprochome/epil/buyer_login.jsp through M M/s MSTC Ltd., Kolkata 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 Ltd., Kolkata at following address to complete the registration formalities:

M/s MSTC Ltd.,
Registered office at 225-C,
Acharya Jagdish Chandra Bose Road, Kolkata – 700020
Phone Number: 03322901004, 01123212357, 01123215163, 01123217850
Email: mstcnro@mstcindia.co.in

They may obtain further information regarding this tender from GGM (SR) 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.mstcecommerce.com/eprochome/epil/ (hereinafter referred to as the “portal”), it shall be the sole responsibility of the bidders to appraise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s MSTC Ltd., Kolkata directly, as and when required, for which contact details are mentioned above. The EP I 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 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 17:30 Hrs on 20.09.2019; however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay INR 7,500/- (Rupees Seven Thousand and Five Hundred only- including GST) as non-refundable document fees in the form of demand draft in favour of Engineering Projects (India) Ltd.’ payable at Chennai on all working days during office hours upto 12:00 hrs on 30.09.2019.
11.0 Bidders have to 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) to be enclosed in i.e. Techno-commercial part and a request letter for exemption from submission of Tender fee and EMD

12.0 Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation Ltd. (NSIC) under its Single Point Registration scheme, shall be issued Bidding Documents free of cost on production of documentary evidence with regard to registration with NSIC

13.0 E-Bids must be submitted / uploaded along with scanned copies of relevant documents pertaining to Clause no.1 (a) to 1(c) under Single Stage single Envelope Bidding Procedure on the MSTC portal at or before **12:00 hours on 30.09.2019**. Late bids will not be accepted. Under the above procedure, envelope (Technical Part cum Price bid) shall be opened on **30.09.2019** 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.

The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.

14.0 EMD (In original), Letter of Authorization must be submitted in physical form at the address given at **Clause No. 18.0** below on or before **14:30 hrs on 30.09.2019**. EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

15.0 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 MSTC portal [http://www.mstcecommerce.com/eprochome/EPIL](http://www.mstcecommerce.com/eprochome/EPIL) 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.

16.0 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.

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 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

19.0 Contact details for site related Queries:

Shri C Harish Kumar , **Addl. General Manager,**  
**Engineering Projects (India) Limited**  
Plot No 50,Kamalapuri Colony,Phase-III,  
Opp Union Babk of India,  
Hyderabad-500073  
Mobile : +91 9949997084

For more information on EPI, visit our website at:  
http://www.engineeringprojects.com

For more information on the e-tender visit website of M/s MSTC Limited, Kolkata  
at: https://www.mstcecommerce.com/eprochome/epil/

**Group General Manager (SR)**  
**Date:** 20.09.2019
3. On clicking the button, a new window will open as shown below:

4. In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.
5. Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:

   For other browsers please install the extension as applicable.

2. On the right side of the page click on Register as a Vendor:
3. Fill the form that appears to create username and password.

4. Once the registration is done, login with your user name and password:
5. System will ask you to verify your digital signature

6. Press Ok and select your digital signature from the List:

7. Your digital signature will be verified
8. Once login is complete, a bidder can access My Menu through the left side of the page:

- Vendor Home...
- EPILVENDOR1...
- My Menu
  - Download NIT/Corrigendum
  - Pre-Bid Meeting Report
  - PRE BID MEET VENDOR
  - Bid Floor
  - VIEW PROFILE
  - Technical CST Vendor
  - Transaction Fee Payment
  - Delete NoDocs

9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:

10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).
12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

On clicking the tender number one of the following screens will appear: For 2 cover with price bid in excel

![E-Tender Technical Cum Price Bid](image)

13. For each type of event the event details including start time and close time the details will be given on the top of the page.

14. To submit the tender the bidder has to start from top left and submit the details one by one.

15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.
a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

b) Please note that under no circumstance the price bid excel has to be uploaded here.

c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.

d) Fill up the excel sheet as per the details given therein and tender document.

e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid
must be final submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:
   a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
   b. Then the bidder has to upload documents as per the list shown therein.
   c. Once the documents are uploaded the bidder has to submit the Technical and Price bids.
   d. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. **Please note that at the end the bid must be final submit, otherwise the same will not be considered.**

Bidder’s may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at EPIL:

Group General Manager (SR)
Engineering Projects (India) Ltd.
3D, EC Chambers, 92 GN Chetty Road
T.Nagar, Chennai – 600 017
Tel No. – 044 – 2856886, 28156293
E-mail – sro@engineeringprojects.com

**For any assistance during bid submission, system settings etc. bidders may contact at MSTC:**

<table>
<thead>
<tr>
<th>Phone Number</th>
</tr>
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<tbody>
<tr>
<td>03322901004, 01123212357, 01123215163, 01123217850</td>
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<table>
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<tr>
<th>Email</th>
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<tbody>
<tr>
<td><a href="mailto:mstcnro@mstcindia.co.in">mstcnro@mstcindia.co.in</a></td>
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</tbody>
</table>

Please mention “Helpdesk” as subject while sending emails
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/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 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                          In House              Through External Agency
   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                      Signature of Vendor / Supplier
EPI                                  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

<table>
<thead>
<tr>
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<th>Reviewed</th>
</tr>
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<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
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</table>
TENDER DOCUMENT

TENDER No: SRO/CON/ETS/024 DATED 20.09.2019

FOR

“Supply of MS RAIL sections” for the project of “Construction of Substructure Works up to Plinth and Part Super Structure Works (Package-1 A) of Main Plant Area of Package 1 (Unit 1 & 3) at 5 x 800 MW Yadadri TPS-Veerlapalem Village, Dameracherla Mandal, Nalgonda District, TELANGANA STATE

VOLUME - II

Additional Purchase Conditions

&

Technical Specifications
ADDITIONAL PURCHASE OF CONTRACT (APC)

NIT no: SRO/CON/ETS/024

1.0 The following Additional Purchase 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 Additional Purchase Conditions shall take precedence.

2.0 Introduction

5 x 800 MW Yadadri Thermal power stations is being set up by TELANGANA STATE POWER GENERATION CORPORATION (hereinafter called “Owner”) at a site in Veerlapalem village, Dameracherla Mandal, NALGONDA DISTRICT, TELANGANA STATE, India. The said project was operated as an EPC contract by BHEL (hereinafter called BHEL) as EPC contractor. Further, the EPC project has divided into multiple package and civil and structural works of unit 1 & 3 as package -1 was awarded to EPI as a “MAIN CONTRACTOR”.

EPI invites offer from the eligible Manufacturer/Dealers to “Supply of MS RAIL sections” for the project of “Construction of Substructure Works up to Plinth and Part Super Structure Works (Package-1 A) of Main Plant Area of Package 1 (Unit 1 & 3)” at 5 x 800 MW Yadadri TPS-Veerlapalem Village, Dameracherla Mandal, Nalgonda District, TELANGANA STATE”. (hereinafter referred to as “Works/Supply”) and detailed scope of work is mentioned in subsequent para.

The information given here in under is for general guidance and shall not be contractually binding on EPI / BHEL/ Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.

3.0 Scope of work / Supply:

This specifications covers manufacturing / rolling, testing as per IRST12-IU (industrial usage) and supply of RAIL Sections 52 Kg/ Rm 13 Mtrs. LONG to the below mentioned site address, rate includes freight, packing, forwarding, loading, insurances, transportation, Unloading and other incidental charges F.O.R. Destination.

Engineering Projects India Limited,  
C/O BHEL –YTPS site  
5 x 800 MW Yadadri TPS Veerlapalem Village,  
Dameracherla Mandal,  
Nalgonda District,  
TELANGANA STATE
4.0 **Order of Precedence**

   i) NIT, EPI GPC, SITB  
   ii)  APC  
   iii) Technical Specification  
   iii) BOQ

5.0 **TAXES AND DUTIES:**

Clause No.3.0 of GPC shall be modified as

5.1 The bidder/ must be registered with GST and should have valid GSTIN number.

5.2 Rates quoted in this tender are inclusive of all taxes and duties etc. other than GST (GST as applicable shall be released upon submission of documentary evidence of payment made towards GST).

5.3 Bidder while quoting the rates in the tender must also consider passing on the ITC credit to EPI.

6.0 **Inspection, Checking, Testing and other special conditions:**

The Clause No.6 of GPC stands deleted.

7.0 **PERFORMANCE GUARANTEE:**

The Clause No.18 of GPC stands deleted.

8.0 **SECURITY DEPOSIT (RETENTION MONEY)** -

The Clause No.9 of GPC stands deleted.

9.0 **Payment Terms and Conditions:**

The Clause No.4 and sub clauses 4.1, 4.2 of GPC shall be replaced as under.

9.1 100% Payment against delivery of the material at site and subject to the sample of material testing from approved Third Party Lab as per standards of Technical Specifications enclosed in the NIT.

Contractor should submit the details as mentioned below:
   i) Name of the Bank and branch with address  
   ii) Account number and type of the account:  
   iii) Name of the account holder  
   iv) IFSC Code:  
   v) GST Number and details
9.2 The rates quoted by the bidder shall be inclusive of all taxes (excluding GST), freight, packing & forwarding and other charges as applicable on FOR site delivery basis. Unloading will be arranged by EPI at site.

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

10.0 GPC clause of 5, 10, 11, 19, 20, 21 & 22 stands deleted.

11.0 Time of Completion

The entire work as per offer shall be completed within **01 (One) month** from the date of issue of LOI. Rails shall be delivered at site in one lot in consultation with the representative of EPI.

12.0 The offer should be valid for a minimum period of **01 (One) month** from the last date of submission of bid. In case the last date of submission of bid is extended the same shall be considered.

13.0 Conciliation and Arbitration

Clause no.23 of GPC shall be amended as under

76.0 ARBITRATION

76.1 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 there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.
15.0 **Court Jurisdiction:**

Clause no.24 of GPC shall be amended 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 Hyderabad.
GENERAL TECHNICAL SPECIFICATIONS FOR CRANE RAIL SECTIONS.

1. Scope:

This specification covers the manufacturing, testing at works and supply of rail sections.

2. Applicable standard:

As per IRST12-IU with latest amendments for rail sections and other relevant standards mentioned therein with latest amendment up to date of tender.

3. General Requirement:

General requirements relating to supply of material shall be as laid down in IS:1387-1967*  
* Code of designation of steel: Part I Based on letter symbol (first revision)

4. Dimension:

The rail sections dimension shall be in accordance with the details mentioned in table 2 of Indian standard- IRST12-IU. Calculated sectional properties based on these dimensions shall be as given in Table 3 of IRST12-IU. The tolerances on various dimensions shall be as given in Table 4 of IRST12-IU.

5. The samples and acceptance criteria:

The Nos. of sample randomly selected from the lot shall be One for every 100 tonnes or part thereof subject to a minimum of one specimen per cast in accordance with and acceptance criteria as per IRST12-IU.

6. Acceptance test:

The acceptance tests given below are to be carried out on randomly selected sample.  
   a. Verification of dimension.  
   b. Yield strength test.  
   c. Elongation test.  
   d. Hardness test  
   e. Chemical composition.

7. ISI License:

The Bidder should submit notarized copy of BIS license along with Bid clearly showing the size of tender / offer item valid at least up to the date of opening of tenders. If applied for renewal of the license, copy of receipt of fees and / as acknowledge of application from BSI license. The offer without the BIS license shall be out rightly rejected.

8. MARKING:

As per IRST12-IU Each Rail sections shall be marked with the following details:

a) Manufacturer’s identification mark.  
   b) Designation.  
   The material may also be marked with ISI Certification.

9. SECTIONAL WEIGHT:

Rail Sections should have sectional weight of – 52 Kg/Rm-13 Mtr long as per IRST12-IU
**SCHEDULE – I**  
*(TO BE SUBMITTED ALONGWITH TECHNICAL BID)*

**GUARANTED TECHNICAL PARTICULARS OF RAIL SECTIONS OFFERED**

**BY THE BIDDER FOR RAIL SECTIONS 52 Kg/Rm, 13 Mtr long as per IRSt12-IU**

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<td>Rail Sections - 13 Mtrs. Long with sectional weight of 52 Kg./ Rm</td>
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<tr>
<td>1</td>
<td>Sectional weight Kg/Mtr.</td>
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<td>2</td>
<td>Sectional area Cm²</td>
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<tr>
<td>3</td>
<td>Weight Kg/Mtr.</td>
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<td>Moment of Inertia Ixx (CM⁴)</td>
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<td>5</td>
<td>Sectional Modulus. Zxx (Cm³)</td>
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<tr>
<td>6</td>
<td>Radius of Gyration Rxx (Cm)</td>
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<tr>
<td>7</td>
<td>Distance of Neutral Axis. (D) ex</td>
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Signature of the Bidder:  
Name:  
Designation:  
Date:  

Authorised common rubber  
Stamp / seal of the bidder:
TENDER DOCUMENT

TENDER No: SRO/CON/ETS/024 DATED 20.09.2019

FOR

“Supply of MS RAIL sections” for the project of “Construction of Substructure Works up to Plinth and Part Super Structure Works (Package-1 A) of Main Plant Area of Package 1 (Unit 1 & 3) at 5 x 800 MW Yadadri TPS-Veerlapalem Village, Dameracherla Mandal, Nalgonda District, TELANGANA STATE

VOLUME - III

Price Bid
Name of the work: Supply of MS RAIL sections” for the project of “Construction of Substructure Works up to Plinth and Part Super Structure Works (Package-1 A) of Main Plant Area of Package 1 (Unit 1 & 3) at 5 x 800 MW Yadadri TPS-Veerlapalem Village, Dameracherla Mandal, Nalgonda District, TELANGANA STATE

NIT NO. SRO/ETS/CON/024 dated 20.09.2019

<table>
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<th>Qty.</th>
<th>Rate</th>
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<td>1</td>
<td>Supply of MS Rail 52Kg/ Rm in weight of IU grade 880 as per IRST-12 2009</td>
<td>MT</td>
<td>100</td>
<td></td>
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<td></td>
<td>TOTAL</td>
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<td>GST @ ____%</td>
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<td>TOTAL (INCLUDING GST)</td>
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Commercial terms and conditions:
1. The rates quoted by the bidder shall be exclusive of GST and inclusive of freight, packing & forwarding, Loading, Unloading and other charges as applicable on FOR site delivery basis.
2. Variation in Quantity: Up to Plus or Minus 20% of order quantity.
3. Material Test Certificate: to be submitted along with dispatch of material.

Signature of the Bidder with Seal