AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No.: ERO/MMD/720/1092

e-Tender for the Design, Supply, Erection, Commissioning and Testing of one 60 MT Pit less type Weigh Bridge at Dehri On Sone, Bihar on Turn Key basis”.

VOLUME – II

Additional Purchase Condition (APC), Technical Specification & Drawing

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)

50, Chowringhee Road
Kolkata-700071
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ADDITIONAL PURCHASE OF CONDITION (APC)

NIT NO. ERO/MMD/720/1092

1.0 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.

2.0 Site:

The site is located at 20 KM Distance from Dehri-On-Sone Railway Station near existing Sudha Dairy Plant.

3.0 Scope of work:

The scope of work included in this tender shall include (but not limited to) Design Engineering, Manufacturing, Supply, Erection, Testing & Commissioning of one 60 MT Pit less type Weigh Bridge at Dehri On Sone, Bihar including loading & unloading, assembly at site and providing supporting facilities, performance guarantee, final painting etc. as required to complete the work in all respect as per technical specification and to the entire satisfaction of SMU / COMFED till handing over the same to EPI / Client.

4.0 Tender Documents:

4.1 Vol I Notice Inviting Tender (NIT), Special Instructions to Bidders for e-Tendering, Instructions to Tenderer (Supplier), Addendum to ITT (Supplier), General Purchase Conditions (GPC), Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Indemnity Bond, Proforma for Affidavit & Proforma for Security Deposit Cum Performance Guarantee

Vol-II Additional Purchase Contract (APC), Approved Make & Technical Specification and Tender Drawing.

Vol-III Bill of Quantity cum quoting sheet.

Contd.....2/
4.2 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.

4.3 **Conflict in Documents**
If there are varying or conflicting provisions made in anyone document forming part of the contract, the Engineer-in-charge 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.

5.0 Price: The following shall be also read with clause no 03 of GPC:

**The quoted price shall be inclusive of all Taxes & Duties including GST.**

6.0 Tender Price & Amount:

6.10 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.

6.20 All other terms and conditions will be as per G.P.C. and Instruction to the Tenderer.

6.30 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”.

7.0 Taxes and Duties

The entire job will be treated as Work Contract as defined in Section -2 (119) of the CGST act 2017.

All Taxes, Duties, Statutory levies such as GST or any other similar Tax in the State concerned, Cess, Labour cess, Octroi, Entry Tax, Turn over Tax, Consignment Tax, Toll Tax, Royalties, Levies and other Tax(es) or Duty(ies) etc as imposed by State / Central / Local Government Bodies from time to time for the Works, are included in the contract price. Income Tax and other Deductions of Taxes as applicable shall be deducted from RA Bills / due payment of the Supplier.

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

b. The bidder/contractor 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/contractors 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.

8.0 Security Deposit Cum Performance Guarantee

Clause 9.0 & 18 of GPC stands deleted and shall be read as below.

"Within 10 (ten) days from the date of issue of letter of Intent or within such extended time as may be granted by EPI in writing, the supplier shall submit to EPI a Security Deposit cum Performance Bank Guarantee in the form appended, from any Nationalized bank / Scheduled Bank equivalent to Ten percent only (10%) of the Contract Value for the due and proper execution of the contract. This bank guarantee shall remain valid up to ninety (90) days after the end of defects liability period.

In case the supplier fails to submit the Security Deposit cum Performance Guarantee of the requisite amount within the stipulated period or extended period, letter of intent shall stand withdrawn and EMD of Supplier shall be forfeited.

9 Secured Advance:

No Secured advance shall be admissible to the contractors.

10 Payment Terms:
Clause no.04 of GPC is modified as under..

For Design & Supply of Equipment with all accessories:-

a) On receipts of Equipment with all accessories at site :-

90% (Ninety Percent) of the supply value including taxes and duties etc. shall be released on safe receipt of the goods at site, inspection and acceptance of SMU, Ara / COMFED and on receipt of corresponding payment by EPI from the client.

b) On final acceptance:

The balance 10% of the supply value shall be released on continuous satisfactory operation / functioning of the equipment for one and half month duly certified / approved by the client SMU, Ara / COMFED and on receipt of corresponding payment by EPI from the client.
Additional Purchase Condition (APC)

For Payment of Installation, Testing & Commissioning component:-

a) On progress of Work:-

80% of the total value for installation & commissioning shall be released on completion of installation / erection and after due inspection and approval of the client SMU Ara / COMFED and on receipt of corresponding payment by EPI from the client.

b) On final commissioning of work:-

10% shall be released on actual completion of commissioning with due inspection and approval of the client SMU ,Ara / COMFED and on receipt of corresponding payment by EPI from the client.

c) On final acceptance:

Balance 10% shall be released on the continuous satisfactory running / functioning of the complete set of equipment for one and half month duly certified / approved by the client SMU, Ara / COMFED and on receipt of corresponding payment by EPI from the client.

11.0 The client SMU, ARA / COMFED may arrange for checking / verification of the work-done and the quality with respect to the technical specification. The contractor shall remain bound to render all assistance to the Engineer – in-charge or his authorized representative during such process of checking / verification.

12.0 Compensation for Delay and Remedies:

The rates of agreed Compensation stipulated at Clause 13.0 of G.P.C. shall be read amended as under:

In case completion of the work is delayed due to reasons attributable to the contractors, EPI / Client shall impose liquidated damages @ 0.5% (zero point five percent) on awarded contract value for each week of delay subject to a maximum of 10% (Ten percent) of the awarded contract value.

13.0 Challans & other supporting documents:

The contractor shall produce all supporting documents including challans, Dispatch Clearance certificate, packing list of materials, GST invoice etc. along with the bill. In case of failing to submit such documents the bill shall not be considered for payment.

14.0 Progress Monitoring, Quantity & Quality Check:

The owner reserves his right to monitor the progress including all technical requirements of work in association with the representatives of EPI or themselves. The owner also reserves the right to get the quantity & quality of
work tested by another Government agency or Private body. The Contractor shall have no objection to such monitoring and testing and shall be deemed to have included the expenses to be incurred on such accounts in the rates as agreed in the Contract.

15.0 Accuracy of Works:

The various works to be done true to line, level and grade. The periodical checking by the supervising engineer shall not absolve the contractor of his responsibility regarding accuracy. In case any deviations or discrepancy in the line, level or grade the contractor shall make good discrepancy at his own cost and without any compensation for the additional work / cost involved.

16.0 Mobilization Advance:

No Mobilization advance shall be paid.

17.0 Escalation Clause:

No escalation shall be paid for whatsoever the reasons.

18.0 CONCILIATION AND ARBITRATION

Clause 23. of GPC stands deleted and shall be read as below:

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:

18.1 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:
Additional Purchase Condition (APC)

(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.

18.2 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.

18.3 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.

18.4 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.

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

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

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

18.8 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 DLI/C&E/W1-675/305 EPI - New Delhi Vol – 1, APC Page 8 of 8 and 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:-

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/ GOVERNMENT DEPARTMENTS
1. In the event of any dispute of difference relating to the interpretation and application of the provisions of the contracts, such dispute or differences shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law-Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained in F. No. 4(1)/2013-DPE(PMA)/FTS-1835 Dated: 11/04/2017 of Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises or any modification issued in this regard.

19. 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.

20. Defects Liability Period

The Supplier shall be responsible for the rectification of defects in the works for a period of twelve months from the date of taking over of the works by the Owner/Client. Any defects discovered and brought to the notice of the Supplier forthwith shall be attended to and rectified by him at his own cost and expense. In case the Supplier fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expense of the Supplier.
**Approved Make and Technical Specifications**

**Design, Supply, Erection, Testing and commissioning of one no. 60 MT Pit less type Weigh Bridge at Dairy Project, Dehri-On-Sone**

|   | List of Approved Make | 1. Mettler Toledo  
|   |                        | 2. Sartorius  
|   |                        | 3. Avery  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>4. Essae-Digitronix</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1.0</td>
<td>Type</td>
<td>Pit Less of Static Type with Electronic Sensing and indication</td>
</tr>
<tr>
<td>1.1</td>
<td>Capacity with Resolution</td>
<td>60MT with 10 kg of resolution</td>
</tr>
<tr>
<td>1.2</td>
<td>Conforms to OIML</td>
<td>Required</td>
</tr>
<tr>
<td>1.3</td>
<td>Accuracy</td>
<td>Minimum +/-0.025%</td>
</tr>
<tr>
<td>1.4</td>
<td>Platform Size &amp; Description</td>
<td>12mx3m(minimum) of Steel with non -skid plate deck and Horizontal Movement Conainers</td>
</tr>
<tr>
<td>2</td>
<td>Electronics</td>
<td>Processor , input/output modules, interfaces, keyboard , PSU should be housed in 1 unit</td>
</tr>
<tr>
<td>2</td>
<td>Electronics</td>
<td>System Shall incorporate automatic zero tracking and span drift correction should be built in the system</td>
</tr>
<tr>
<td>3</td>
<td>A to D conversion</td>
<td>Dual Slope Conversion</td>
</tr>
<tr>
<td>4</td>
<td>Inputs</td>
<td>Date / Tare Weights / Vehicle No./Route No</td>
</tr>
<tr>
<td>5</td>
<td>Load Cells</td>
<td>Resistive Strain Gauge</td>
</tr>
<tr>
<td>5.1</td>
<td>Nos. of Load Cells</td>
<td>4(minimum)</td>
</tr>
<tr>
<td>5.2</td>
<td>Sensing Capacity</td>
<td>0 to rated capacity</td>
</tr>
<tr>
<td>5.3</td>
<td>Compensation</td>
<td>Variations in Temperature</td>
</tr>
<tr>
<td>5.4</td>
<td>Protection Type</td>
<td>Minimum IP 67</td>
</tr>
<tr>
<td>5.5</td>
<td>Accessories Supplied with</td>
<td>Screened Cables and suitable Mounts</td>
</tr>
<tr>
<td>6</td>
<td>Outputs</td>
<td>Balance and Balance Limit</td>
</tr>
<tr>
<td>7</td>
<td>Read Out</td>
<td>Test / Tare Entry / Gross Weight / Net Weight</td>
</tr>
<tr>
<td>7</td>
<td>Read Out</td>
<td>7 segment LEDs or Vacuum Fluorescent read outs at least 10 mm High</td>
</tr>
<tr>
<td>7</td>
<td>Read Out</td>
<td>Not Flickering</td>
</tr>
<tr>
<td>8</td>
<td>Hard Copy</td>
<td>Available on Local Printer</td>
</tr>
<tr>
<td>8.1</td>
<td>Information on hard Copy</td>
<td>Date / Truck no./ Code/Route No.</td>
</tr>
<tr>
<td>8.1</td>
<td>Information on hard Copy</td>
<td>Tare Weight / Gross Weight</td>
</tr>
<tr>
<td>8.1</td>
<td>Information on hard Copy</td>
<td>Net Weight</td>
</tr>
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### Additional Purchase Condition (APC)

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<th>Description</th>
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<tr>
<td>9</td>
<td>Printer Interface</td>
</tr>
<tr>
<td></td>
<td>RS 232C with Baud rate selectable 300to1200bauds for connection to remote computer</td>
</tr>
<tr>
<td>10</td>
<td>Power Supply Unit</td>
</tr>
<tr>
<td></td>
<td>Surge Suppressors inbuilt</td>
</tr>
<tr>
<td></td>
<td>1 phase source powered 220V AC+/-10%,50Hz+/-2%</td>
</tr>
<tr>
<td>11</td>
<td>Quantity</td>
</tr>
<tr>
<td></td>
<td>1 No.</td>
</tr>
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