

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

Tender No: NIT No. EPI/CO/ITD/PCOMPU/031

NOTICE INVITING e- TENDER (NIT)

Tender for “Supply & Installation of 20 Nos. desktop computers with TFTs with an option of buy back of old desktops along with monitors at EPI, CO, New Delhi” through GeM.

Engineering Projects (India) Ltd. invites the open online **e-Tenders** through GeM from the eligible contractors/firms who fulfill the eligibility criteria as per the scope of work at annexure - I for the **“Supply & Installation of 20 Nos. desktop computers with TFTs with an option of buy back of old desktops along with monitors at EPI, CO, New Delhi”** in two bid system (Techno-commercial bid & Price Bid) for the following work:

Sr. No.	NAME OF WORK	ESTIMATED COST (in Rs. exclusive of taxes)	EMD (in Rs. exclusive of taxes)	Cost of tender document
1	Supply & Installation of 20 Nos. desktop computers with TFTs with an option of buy back of old desktops along with monitors at EPI, CO, New Delhi	12,45,600/-	2% of the total contract value i.e. Rs. 24,912 /- (MSEs are exempted from submission of EMD)	Rs. 2000/- (Non-refundable) (including 18% GST) through NEFT as per the following bank details:- Bank Name :- IndusInd Bank, M-56 , Greater Kailash – II (Main Market) Current Account no. :- 200001601125 IFSC :- INDB0000012 (MSEs are exempted from submission of Tender Fee)

- The Estimated Cost is exclusive of GST (Goods and Service Tax)

The details of Scope of work and specific conditions of the Contract are given in the tender document.

Time schedule of Tender activities as per GeM.

2.0 Contractors/Bidders who fulfill the following requirements are eligible to participate in this tender.

Pre-Qualification Criteria:

S.No	Parameter	Supporting Document
1.	Bidder should be either Original Equipment Manufacturer or should be Authorized Dealer/Channel partner. In case the bidder is a Dealer/Channel partner of the OEM, a registration certificate/Authorization Letter by the OEM to be submitted.	Copy of proof to be enclosed. The registration Certificate/Authorization Letter by the OEM to be submitted.
2.	<p>The bidder should have the following experience as per below criteria:</p> <p>The bidder should have under taken at least three assignments in “Supply & Installation of desktop computers with TFTs/ All-in-One PCs” each amounting to <u>Rs. 4,98,240</u>/- or above in the past three years ending 31.03.2024</p> <p>(or)</p> <p>The bidder should have under taken at least Two assignments in “Supply & Installation of desktop computers with TFTs/ All-in-One PCs” each amounting to <u>Rs. 6,22,800</u>/- or above in the past three years ending 31.03.2024</p> <p>(or)</p> <p>The bidder should have under taken at least One assignment in “Supply & Installation of desktop computers with TFTs/ All-in-One PCs” each amounting to <u>Rs.9,96,480</u>/- or above in the past three years ending 31.03.2024</p>	<p>Attach work order copy and installation report/completion certificate from client as proof.</p> <p>The completion certificates/ installation report issued by</p> <p>a) Government / semi-government organisations, state/central government, public works departments, Public sector undertakings/ Autonomous Govt. bodies/Municipal bodies along with copy of work order/ agreement.</p> <p>b) In case the work experience is of private sector the completion certificate/ installation report shall be supported with work order and copies of corresponding TDS certificates. The value of work will be considered equivalent to the amount received as per the TDS certificates. FORM 26AS (TDS) and work order must be duly certified by Chartered Accountant with valid UDIN issued by ICAI.</p>

3	The bidder should have average annual turnover of at least Rupees <u>6,22,800/- (Rupees Six Lakhs Twenty Two Thousand Eight Hundred only)</u> during last three financial years ending 31.3.2024 in services of supply and installation of desktop computers with TFTs/All-in-One PCs.	Chartered Accountant certificate showing average annual turnover for last three years ending 31.3.2024 to be enclosed. (CA certificate should have UDIN no. mentioned.)
4.	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 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.	Attach Copy of certificate
5.	Bidder should have local office in Delhi/ NCR.	Attach copy of Address Proof such as telephone bill/Electricity Bill/ Rent Agreement/Ownership deed etc. or any other relevant document.
6.	The bidder should not be currently declared ineligible/suspended/blacklisted/banned/debarred by EPIL or by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government and such ban should not be in forced at the time of submission of the Bid or extended deadline for submission of bid.	Attach Undertaking on company's letter head signed by authorised signatory.
7.	Bidder Should not have incurred losses in more than two consecutive years during the immediate last five financial years, ending 31.03.2024. In case of Companies/Firms less than 5 years old, the bidder should not have incurred any losses since its formation	Copies of Annual report including balance sheet, statement of profit & loss for last 5 years or as applicable along with schedules duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted

Note: All the documents must be duly signed & stamped by the authorized signatory of their respective organization.

Interested parties are requested to submit their offer for the subject work as per details given below:

- (i) The validity of offer(s) submitted by Tenderer shall be ninety (90) days from the last date of submission of the Tender. The earnest money will be forfeited without any prejudice to any right or remedy, in case the Contractor withdraws his offer(s) during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.
- (ii) The Price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidder shall be accepted subject to the confirmation of the authenticity of the PQ documents/BG from the concerned department/Bank.
- (iii) The bidder must submit as 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.
- (iv) The bidder is requested to update/ upload the GST/Taxes data periodically so as to enable EPI to Input Tax Credit(ITC) , failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.
- (v) The successful bidder shall have to submit Security Deposit equivalent to 5% of the Contract Value within Ten working days (10) days from the date of issue of Purchase Order (PO/Letter of Acceptance (LOA). If required any extension of time beyond 10 days and upto 60 days may be granted by the Competent Authority. However, a penal rate of interest @ 12% per annum shall be charged for the delay in submission of Security Deposit after 10 (ten) days i.e. from 11th day to the date of submission of Security Deposit but within 60 days after the date of issue of PO/ LOA. Further, if 60th day happens to be declared holiday in the concerned office of EPI, submission of Security Deposit can be accepted on the next working day. The Security Deposit shall be submitted in the form of Bank Guarantee (**format enclosed at Annexure - B**), from any Nationalised bank / Scheduled Bank / Commercial Bank or in the form of Insurance Security Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Online Payment in an acceptable form. This Security Deposit shall be initially remain valid upto completion of supplies and installation. In case, the time for completion of supplies gets extended, the contractor shall get the validity of Security Deposit extended to cover such extended time for completion of supplies. In case, even after 60 days from the date of issue of PO/ LOA, the Bidder fails to submit the Security Deposit of the requisite amount, PO/ LOA will stand withdrawn and EMD of the Bidder shall be forfeited.
- (vi) Earnest Money Deposit (EMD) of amount as mentioned in the tender document is required to be submitted along with the tender shall be through online mode only. The EMD shall be Valid for minimum period of 150 days (One hundred fifty days) from last day of submission of tender.
- (vii) In case EMD/Bid security is submitted through net banking, submission of Original physical form of EMD / Bid Security within the bid due date shall not be required. However, transaction details / proof of submission of EMD / bid security through net banking shall be uploaded in designated place along with the online bid.

- (viii) The bidders to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account (as mentioned in NIT) along with the online bid.
- (ix) No technical documents are required to be submitted offline by the bidders.
- (x) EMD of successful tenderer shall be refunded after submission of Security Deposit cum Performance Guarantee by him.
- (xi) Delivery & Installation: Delivery should be done within 30 days from the date of acceptance of order and installation to be completed within 7 working days after delivery of the items.
- (xii) Bidder to submit undertaking regarding details of Constitution of firm/company along with the details of its Directors as per enclosed Annexure. In case the Bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure their bid will be rejected. Undertaking in this regard should be submitted as per the enclosed **Annexure – E**.
- (xiii) **Public Procurement (Preference to Make in India) policy as applicable in this tender and bidders to give Undertaking for the declaration of Local content as per performa enclosed at Annexure - F**

a. Definitions:

- a) 'Local content' means the amount of value added in India in the total value of the item procured) excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) 'Class-I local supplier' means supplier or services provider, whose goods, services or works offered for procurement, meets the minimum local content i.e. 50% of total value of the goods, services or works.
- c) 'Class-II local supplier' means supplier or services provider, whose goods, services or works offered for procurement, meets the minimum local content i.e. 20% of total value of the goods, services or works.
- d) 'Non – Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' as mentioned above.

(I) Purchase preference will be given to Class-I local supplier as the case may be as detailed below:

- I. Among all qualified bids the lowest bid will be termed as L1. If L1 is 'Class-I Local supplier' the contract for full quantity will be awarded to L1.

II. If L1 is not 'Class-I Local supplier', the lowest bidder among the 'Class-I Local supplier', will be invited to match the L1 price subject to 'Class-I Local supplier's quoted price falling within the margin of purchase preference (L1+20%) and the contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.

III. In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, the 'Class-I Local supplier' with the next higher bid within the margin of purchase(L1+20%) preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference (L1+20%) matches the L1 price, the contract may be awarded to the L1 bidder.

(la) Class-II Local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

(lb) **The Class- I local supplier/Class-II local supplier at the time of tender shall provide self-certification on their Company letter head as per Annexure C.**

(lc) False declarations will be breach of the code of integrity under Rule 175 (1)(i)(h) of the General Finance Rules for which a bidder or its successors can be debarred for upto two years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

(ld) A supplier/vendor who has been debarred by any procuring entity for violation of Public Procurement order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.

(le) All the bidders (i.e. Class I local supplier, Class II local supplier, Non local supplier) shall provide the percentage of local content in their bid irrespective of whether they are availing or not availing Purchase preference under Public Procurement (Preference to Make in India) policy.

3.0 Tender documents comprising of the following are available for download/Procure and to be submitted only on GeM portal.

- (i) Technical Bid must contain: Notice Inviting Tender, Performa of Security Deposit as per **Annexure -B**, GPC as per **Annexure - C** , Affidavit as per **Annexure-D**, scanned copy of proof of submission of EMD and tender fee (if applicable), undertaking regarding details of Constitution of firm/company as per Annexure – E, Undertaking for the declaration of Local content as per **performa enclosed at Annexure – F, unpriced copy of Price Bid /Financial Bid- Annexure-A.**
- (ii) Financial Bid: Price Bid - **Annexure-A.**

- 4.0 The bidder should quote and submit the bids online only through GeM Portal. No other mode of submission shall be accepted.
- 5.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday on the last day of submission of tender, the next working day will be treated as scheduled day for submission of Tender.
- 6.0 The rates quoted by the bidder shall be firm and fixed for the entire duration of the contract. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc during the entire contract period or extended contract period.
- 7.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the GeM portal as well as EPI website; the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum(s) and addendum(s) are to be uploaded duly signed & stamped with tender documents as bid Annexure.
- 8.0 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.
- 9.0 **Disqualification**
The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;
- a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
 - c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
 - d) If the tenderers attempt to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of tenderer (s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.
 - e) If any credentials are found to be fraudulent / fabricated then not only tender will be rejected but action will be taken to debar the fraudulent bidder for future EPI tenders.

Annexure-I

1. Scope of work

Supply & Installation of 20 Nos. desktop computers with TFTs with an option of buy back of old desktops along with monitors at EPI, CO, New Delhi at EPI, CO, New Delhi.

I. Acceptance Test Procedure

- (i) IT division of EPI shall examine all 20 nos. desktops along with monitors supplied by the successful bidder for specification and successful installation of the same.
- (ii) The desktops should meet the minimum technical specifications provided in the tender document.
- (iii) On the successful completion of Acceptance Test and installation, the acceptance certificate signed by the authorized representative(s) of EPI will be issued to the successful bidder.

2. General Terms and Conditions

- (i) Vendor should submit the GST bill with installation report certified by EPIL.

3. Buyback Terms:

- (i) The total nos. of desktops along with monitors under buyback are 20 nos.
- (ii) Condition of Old PCs: The old desktops may be in any condition, including working, non-working, or partially damaged. The vendor must accept all types of old desktops under the buyback arrangement.
- (iii) Handling Charges: The vendor will be responsible for any handling charges associated with the removal, transportation, and disposal of the old desktops. These charges must be included in the bid.
- (iv) Timeframe for Pickup: The vendor must remove the old desktops within 15 days from the date of installation of the new desktops.

4. Technical Specifications for Supply & Installation of 20 Nos. desktop computers with TFTs with an option of buy back of old desktops along with monitors at EPI, CO, New Delhi:-

BRAND: HP/DELL – 20 QUANTITIES with following specifications

Sl. No.	Category	Required Configuration
1	Processor	i-5- 13500 (13 th Gen)
2	Memory	8GB DDR-5
3	Storage	1TB SSD
4	Graphics	Intel UHD Graphics
5	Audio	Integrated audio controller
6	Operating System	Windows 11 professional
7	Networking	Gigabit Ethernet
8	USB Ports	Minimum 6
9	Slots	As per standards
10	Power supply	As per standards
11	Keyboard & Mouse	Wired/Wireless
12	Monitor	21.5”
13	Warranty	3 years of onsite warranty

Note: For any technical clarification, correspondence superscribed as “NIT no. and Subject work.....” shall be send to the Tender Inviting Authority through email/GeM (it-tender@epi.gov.in) before one week from the date of opening of technical bid.

5. Commercial Terms & Conditions

- i) **Payment Terms:**
Payment will be made after submission of GST invoices upon successful delivery and installation of the desktops and after the buyback process is completed. The invoice should be GST compliant. Statutory Deductions from the payment invoices as per rules applicable
- ii) **Delivery:** The successful bidder will be required to deliver the desktops within 30 days from the date of receipt of the purchase order. The vendor must also complete the installation and configuration of the desktops within 7 working days from the date of delivery.
- iii) **Confidentiality:** Vendor / Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the purchaser/ lessee and also of the systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/ contract.
- iv) The vendor has to supply the items and take back the buy back items at its own cost.
- v) The words Bidder/Successful Bidder/the Implementation partner/Contractor are synonymous.
- vi) The order shall be governed by the Indian laws for the time in force.

- vii) Jurisdiction – All disputes shall be subject to Delhi Courts only.
- viii) All bidders are required to enclose signed and stamped copy of General Purchase Conditions (GPC) as a token of acceptance along with Technical bid.
- ix) EPI reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

Tenders to be addressed to:

GGM (IT)
Engineering Projects (India) Ltd,
4th floor, Core 3, Scope Complex,
7, Lodhi Road, New Delhi – 110003,
Ph: 011- 24361666,
E-mail: it-tender@epi.gov.in

Annexure-A

1. Financial Bid format (Price Bid):

Subject: Supply & Installation of 20 Nos. desktop computers with TFTs with an option of buy back of old desktops along with monitors at EPI, CO, New Delhi.

NIT No: EPI/CO/ITD/PCOMPU/031 dated ...

Please provide your financial offer in following format only:-

Sl. No	Description	Qty. (A)	Unit Charges (Exclusive of all taxes) (Rs) (B)	Total Charges (Exclusive of all taxes) (Rs) (C = A*B)
1.	Supply & Installation of 20 Nos. desktop computers with TFTs	20 Nos.		
2.	GST (%)	--		
3.	Total price (inclusive of taxes)	20 Nos.		
4.	Less: Buy Back Price of old desktops along with monitors (inclusive of all taxes)	20 Nos.		
5.	Net Amount (Total Price – Buy Back Price) (inclusive of all Taxes)			

(Total in words.....)

Note:

1. For deriving the L1 bidder, the NET amount shall be considered i.e. Total Price – Buy back Price
2. Bidder to submit breakup of quoted price into base cost and GST component.
3. 100% payment shall be released against supply and installation of the above items.
4. The successful bidder will be required to deliver the desktops within 30 days from the date of receipt of the purchase order. The vendor must also complete the installation and configuration of the desktops within 7 working days from the date of delivery.
5. Supplied items should cover the warranty of 3 years onsite.
6. The warranty must cover all parts and labor for repair or replacement.

FORMAT NO. EPI/WM/09/43

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

The Chairman & Managing
Director, Engineering Projects
(India) Ltd., Core-3, SCOPE
Complex
7, Institutional Area, Lodhi
road, New Delhi –110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd.(hereinafter called 'EPI' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of supply contract /sub-contract no.

.....

.....

Dated.....made

between.....

..... (hereinafter referred to as the said Supplier/sub-contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with.....
(Hereinafter called 'The said supply Contract/Sub-contract) to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for lieu of:

- a) The Security Deposit to be made by the said supplier/sub-contractor for the due fulfillment by the said supplier/sub-contractor of the terms and conditions contained in the said supply contract/sub-contract, and
- b) Fulfillment of the conditions of the said supply contract /sub-contract/furnishing a security for the performance of the equipment in accordance with conditions of the said Contract.

We..... (Hereinafter referred to as "the said bank a Government of India Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office atdo hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of (.....) only against any loss of damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said supplier/sub-contractor of any of the terms and conditions contained in the said supply contract/sub-contract and or any amount becoming due for non-performance and /or penalty as assessed by EPI and to unconditionally pay the amount claimed by EPI on demand and without demur.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said supply contract/sub-contract and till all the dues of EPI under the said supply contract/sub-contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said supply contract/sub-contract have been fully and properly carried out by the said supplier/ sub-contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 months.

EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said supply contract/sub-contract to extend time of performance of the said Contract or to postpone for any time and from time to time any power's exercisable by it against the said Supplier/sub-contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said supplier/sub-contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said bank from its such liability.

We, the said bank, further agree that EPI shall be the sole judge of and as to whether the said supplier/sub- contractor has committed any breach or breaches of any of the terms and conditions of the said supply contract/ sub-contact and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said supplier/sub-contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the bank.

This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of EPI and liabilities of the said supplier/sub-contractor arising upto and until mid night of _____, subject the claim period as mentioned in para_____.

This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said supplier/sub-contractor obligation/liabilities under and/or in connection with the said supply contract/sub-contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENGINEERING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said bank from its full liability hereunder:

EPI shall be at liberty without reference to the said bank and without effecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier's/sub-contractor's obligations and/or liabilities under or in connection with the said contract.

This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said supplier/sub-contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

The said bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the said bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said supplier/sub-contractor.(whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said supplier/sub-contractor stopping or preventing or purporting to stop or prevent any payment by the said bank to EPI in terms hereof.

The amount stated in any notice of demand addressed to EPI to the Guarantor as liable to be paid to EPI by the Supplier/sub-contractor on account of any losses or damages or costs, charges and /or expenses shall as between the said bank and EPI be conclusive providence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur.

We, the said bank undertake not to revoke this quarantine during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said supplier/sub-contractor or the said Bank shall not discharge our liabilities hereunder.

It shall not be necessary for EPI to proceed against the said supplier/sub-contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which EPI may have obtained or obtain from the supplier/sub-contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

Our liability under this guarantee shall be restricted to.....and this guarantee shall remain in force until midnight of.....unless a claim to enforce this guarantee is filed with us within six months from(which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

Dated..... This day of 20.....

FOR AND ON BEHALF OF BANK

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

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 notwithstanding 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.

FormatNo: EPI/MMD/F-07

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
EPI

Signature of Vendor / Supplier
Name
Designation
Date

For use in EPI

Data has been collected over phone verbally.

Signature of person collecting data

Evaluation & Review

	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

Approved

Reviewed

Signature

Signature

ANNEXURE - D

AFFIDAVIT

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

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

Affidavit of Mr.S/o.....
R/o.....

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

1. That I am the Proprietor/Authorized signatory of M/s
Having its Head Office/Regd. Office at.....
2. That the information/documents/Experience certificates submitted by M/s.....
along with the tender for (Name of work)..... To EPI are genuine, true and
nothing has been concealed.
3. I shall have no objection in case EPI verifies them from issuing authority(ies). I shall also have no
objection in providing the original copy of the document(s), in case EPI demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to
be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the
bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case EPI verifies any or all Bank Guarantee(s) under any of the
clause(s) of Contract including those issued towards EMD and Performance Guarantee from the
Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD
before EPI receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is
genuine and if found at any stage to be incorrect / false / fabricated, EPI shall reject my bid, cancel
pre-qualification and debar me from participating in any future tender for three years.

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

Verified atthis.....day of.....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

UNDERTAKING

(To be submitted by bidder on its Company Letter Head)

Ref: **NIT No.**

Date :

Name of tender:

This is to confirm that the following persons are the present Directors of the company/firm:

- 1.
- 2.

It is further confirmed that none of the above Directors is associated with any other company/firm which is quoting for the above referred tender of EPI.

The details of constitution of M/s..... is submitted along with this annexure.

In case, at any later stage the above information is found incorrect, EPI can cancel our Bid/LOI/Contract Agreement and may take any suitable action deemed fit against our company.

Date:

Authorized Signatory

CEO/Proprietor/MD

Name & Seal of the Company

UNDERTAKING

(To be submitted by bidder on its Company Letter Head)

Ref:

Date:

Name of tender:

“We(Name of the bidder) undertake that we meet the mandatory minimum local content requirement as per Public Procurement (Preference to **Make in India**) – Local Content policy against EPI NIT No..... dated.....,The percentage of local content in the bid is% and the items offered in the bid meets the minimum local content and shall give details of the location (s) at which the local value addition is made”.

Date:

Authorized Signatory

Name & Seal of the Company