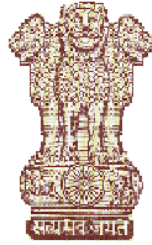


**Government of Meghalaya
Office of the Chief Engineer, PHE,
Meghalaya : : Shillong**



**Supply, Delivery and Stacking of Centrifugally Cast (Spun)
Ductile Iron Pressure Pipes (Item Rate Contract), ISI Marked,
Different Classes & Sizes with Socket & Spigot Ends conforming
to IS 8329 : 2000**

Bid Document

**(Instructions to Bidders, Bid Form, General Conditions,
Special Conditions, Technical Specifications, etc..)**

May, 2019

CONTENTS

Section	Description	Page No
Section : 1	Invitation to Bid	1-2
Section : 2	Instructions to Bidder	3-19
Section : 3	Letter of Undertaking	20-21
Section : 4	Bidding Forms	22-26
Section : 5	General Conditions for Supply Contracts	27-38
Section : 6	Special Conditions.	39-42
Section : 7	Technical Specifications	43-48
Section : 8	Proforma	49
Section : 9	Price Schedule	50-51

**Government of Meghalaya
Office of the Chief Engineer, PHE.,
Meghalaya, Shillong**

No. CE/PHE/TB-36/2012-13/Pt-II/94

Dated Shillong the 24th May 2019

Invitation To Bid

1. Meghalaya PHED invites Sealed Bids in two parts Bid System from Manufacturers of DI Pipes having valid B.I.S. License with atleast 5 (Five) years experience in Manufacturing and Supply of DI Pipes and having Registration with DGS&D for participation under Domestic Competitive Bidding for Supply, Delivery of different sizes and classes of DI Pipes.

2. Bidding Document and other details will be available at the Website of PHED i.e. <http://megphed.gov.in>. Last date for submission of Bidding Documents is upto 1:00 PM on 27.06.2019.

Sd/-
**Chief Engineer, PHE.,
Meghalaya, Shillong.**

Memo No. CE/PHE/TB-36/2012-13/Pt-II/94-A

Dated Shillong the 24th May 2019

Copy to :

1. The Principal Secretary to the Government of Meghalaya, PHE Department for favour of information.
2. The Resident Commissioner, Meghalaya House, New Delhi/Kolkata for favour of information and wide publicity.
3. The Director of Information and Public Relation, Meghalaya, Shillong for information and necessary action. The Notice for Invitation to Bid may be got published on one issue of 2 (Two) leading National Daily and 3 (Three) leading Local Daily preferably in 1 (One) English, 1 (One) Khasi & 1 (One) Garo Daily. 4 Copies of the Notice for Invitation to Bid are enclosed herewith.
4. The SIO, NIC for information with a request for hoisting the Quotation in the Meghalaya website.
5. All the Addl. Chief Engineers, PHE for publicity.
6. All the Superintending Engineers, (PHE) for publicity.
7. All the Executive Engineers (PHE) for publicity.
8. Notice Board.

Chrostafedda
24/5/2019
**Chief Engineer, PHE.,
Meghalaya, Shillong.**

Section : 1

Invitation to Bid

**Government of Meghalaya
Office of the Chief Engineer, PHE.,
Meghalaya, Shillong.**

Detailed Notice for Invitation to Bid

1. Meghalaya PHED invites Sealed Bids in two parts Bid System from Manufacturers of DI Pipes having valid B.I.S. License with atleast 5 (Five) years experience in Manufacturing and Supply of DI Pipes and having Registration with DGS&D for participation under Domestic Competitive Bidding for Supply, Delivery of different sizes and classes of DI Pipes.

Name of work : Supply, Delivery and Stacking of Centrifugally Cast (Spun) Ductile Iron Pressure Pipes (Item Rate Contract) ISI Marked, Different Classes & Sizes with Socket and Spigot Ends conforming to IS 8329:2000.

2. The detailed scope has been specified in the Bid Document, which are available for sale as per the details given below :

Sale of Bidding documents	28.05.2019 to 27.06.2019 (between 10:00 hrs. to 13:00 hrs. on all working days)
Cost of Bid Document	₹ 10,000.00
Value of non-refundable Court Fee Stamp	₹ 3,000.00
Time of Completion	90 days

3. Bidding Documents are non transferable and can be obtained by the interested parties or their authorized representatives on submission of a written application and on payment of non-refundable specifies amount. Issuance of Bidding Documents, however, shall not automatically mean that such party(s) fulfills/meets the qualifying requirements.

4. The detailed Qualifying Requirement (QR) are given in the Bidding Document. The complete bidding documents are available at website of PHED i.e. <http://megphed.gov.in>. Interested parties can download the bidding documents and commence preparation of bids to gain time. However, they will be required to purchase the bidding documents (for submission of the Bid), which will be duly authenticated by the Officials issuing the documents. In case of any discrepancy between the documents downloaded by the prospective bidder and the Bid Documents (hard copy) issued by the PHED Officials, the latter shall be prevail.

5. Bid must be delivered at the Address mentioned at Para 9 below. Bids will be received and opened in presence of 'Bidders' representatives who choose to be present, as per following schedule.

Last date and time for submission	27.06.2019 at 13:00 Hrs.
Bid opening date and time	27.06.2019 at 15:00 Hrs.

6. The bid must be accompanied by a bid security of the amount specified above in a separate sealed envelope without which the bid shall be returned to Bidder unopened.

Bid Security	₹ 10.00 lakh
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7. The successful bidder will be required to furnish a Contract Performance Guarantee for ten percent (10%) of the total contract price on award of the contract.

8. PHED will not be responsible for misplacement/delay in receipt of either request for issuance of Bidding Documents or Bids sent by post.

9. All correspondence/communication including those pertaining to purchase of Bidding Documents and submission of bids with regards to the above shall be made at the following address.

**The Chief Engineer, PHE.,
PHE Administrative Building.,
Lower Lachumiere,
Shillong : 793 001
Meghalaya**

10. PHED reserves the right to cancel/withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of PHED consequently.

Section : II

Instructions to Bidders

A. General.

1. General Instructions.

1.1 In submitting a bid, the bidder accepts in full and in its entirety, the content of this bid document, including subsequent Clarifications issued by the Employer (Public Health Engineering Department/PHE Department), whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully the Manufacturers Eligibility Criteria, other relevant points and specifications of this Bid Document.

Keeping the Bid objective in mind the Bidders are required to make their offer complete in all respect. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents will result in the rejection of the Bid.

1.2 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Employer or Engineer-in-Charge.

1.3 The subject of this bid is the Supply, Delivery and stacking of ISI Marked Centrifugally Cast (Spun) Ductile Iron Pressure Pipes Class K7 & K9 of different diameters, for water supply schemes. Delivery also includes offloading at PHE stores anywhere in Meghalaya.

1.4 The place of acceptance of the supplies/goods shall be FOR destination, Meghalaya.

1.5 This is an **Item Rate Contract**.

1.6 The bidder will bear all costs associated with the preparation and submission of the bid. The Employer will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1.7 The Employer retains ownership of all bids received under this bidding procedure. Consequently, Bidders have no right to have their bids returned to them.

1.8 Bid document is non transferable and can be obtained by the interested Firm/Company or their authorized representatives on submission of a written application and on payment of non-refundable specified amount. Issuance of Bid Document, however, shall not automatically mean that such Firm/Company fulfills/meets the qualifying requirements.

1.9 The complete bid document is available at website of PHED i.e. <http://megphed.gov.in>. Interested parties can download the bid document and commence preparation of the bids to gain time. However, they will be required to purchase the bid document for submission of the bid.

2. Summary Table :

Value of non-refundable Court Fee Stamp purchased in Meghalaya	₹ 3,000.00
Cost of Bid Document (in cash)	₹ 10,000.00
Date of sale of Bid Document	28.05.2019 to 27.06.2019 (between 10:00Hrs. to 13:00 Hrs. on all working days)
Deadline for submission of bids (unless modified in terms of clause 18 of this section)	27.06.2019 at 13:00 hrs.
Bid opening session (unless otherwise modified in terms of clause 18 of this section)	27.06.2019 at 15:00 hrs.
Bid Security :	₹ 10.00 Lakhs
Time of completion	90 (ninety) days

3. Scope of Bid

3.1 The scope of bid is Supply, Delivery and Stacking of Centrifugally Cast (Spun) Ductile Iron Pressure Pipes (Item Rate Contract) ISI Marked, Class K7 & K9 with socket & spigot ends conforming to IS 8329:2000 described in Section VII.

4. Eligibility.

4.1 The invitation for bids is open to all eligible bidders.

5. Evaluation and Eligibility Criteria.

5.1 The Bidder shall provide all the informations requested in the Forms included in Section 4, Bidding Forms.

5.2 Evaluation.

5.2.1 Initial Evaluation will be based on meeting all the minimum pass/fail criteria mentioned in this section regarding the Bidder's general and particular experience, capabilities, and financial position, as demonstrated by the Bidder's responses in the forms included in Section 4, Bidding Forms. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

5.2.2 Evaluation of the Bidder's Technical Proposal :

(i) It is expected that the technical part of the offer shall contain Bidder's understanding about the Bid requirement/objective stipulated in Section VII and Bidder's method to fulfill the system objective.

(ii) Once the Bid is opened, no objection from any Bidder shall be entertained about the mistake and / or omission in the specification / Manufacturers Eligibility Criteria. It will be deemed that the offer, if accepted, will fulfill the system objective without any problem, even if there is genuine mistake in the specification.

(iii) Technical Part should also contain the necessary information as per Bid Document, without which the offer will be considered as incomplete and shall be rejected.

5.3 Eligibility Criteria.

5.3.1 Historical Contract Non-Performance

Sl. No.	Particulars	Criteria		Documentation Required
		Requirement	Bidder	
a	History of non-performing contracts	Non-performance of a contract did not occur within the last 3 (Three) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted	Must meet requirement	Form No. 2 (Ref:Section IV)

Sl. No.	Particulars	Criteria		Documentation Required
		Requirement	Bidder	
		<p>(ii) Joint Leak Tightness Test- As per Clause 6.3 of IS 8329:2000, bidders should ensure that the joint is designed to provide adequate joint performance to the highest possible pressure, i.e. max. allowable site test pressure (STP) as per Table-1 of Annexure E of IS: 8329:2000. So efficacy of joint design has to be proved by suitable Type Tests (proof of design test which is once done) and test results, certified by a Govt. recognized institution/inspection agency are to be submitted with the Technical Bid.</p> <p>(iii) Potability Test- Bidders shall ensure that the inside lining materials, cement mortar lining and rubber gasket which come in contact with the potable water, will not have any detrimental effect on the quality of water and should not impart any bad taste or foul odour as per Clause no. 8.5 and 14 of IS: 8329:2000. Necessary Test Certificate from a Govt recognized institution/ internationally recognized agency is to be submitted with the Technical Bid.</p> <p>(iv) Certificates from the reputed Govt. institutions/Universities are essential to ensure the desired Hydraulic smoothness of Cement Mortar Lining in the DI Pipe, the minimum Hazen William's "C" value of 140 corroborating the guideline of CPHEEO's Manual for Water Supply & Treatment. The test sample diameter may be chosen from sampling group given the clause of IS: 8329/2000 "C" Value Test Certificates are to be submitted with the Bid.</p>		<p>(ii) Test certificates from Govt. recognised institution /inspection agency</p> <p>(iii) Test certificates from Govt. recognised institution /inspection agency</p> <p>(iv) Test certificates from Competent Authority</p>
c.	Debarment Experience	<p>(v) A declaration in the form of Affidavit on a non-judicial stamp paper of ₹ 10.00 duly affirmed before a Notary Public/1st Class Magistrate should be submitted as per format given in Proforma I, Section VIII stating clearly that on the date of submission of the tender, the applicant is not debarred/delisted/disallowed/blacklisted for supply of DI Pipes to any Govt. Deptt. /Govt. Undertaking / Statutory Body / Municipality/ Municipal corporation in India. If any such incident is otherwise discovered, the applicants tender/ Order shall be cancelled summarily without assigning any reason whatsoever.</p>	Must meet requirement	(i) Affidavit on a non-judicial stamp paper of ₹ 10.00

NB : In the event of Non-Production of valid documents by the Bidders, against Sl. a; b & c above, the Technical Bid of the Bidders will be summarily rejected and their Financial Bid shall not be opened without any assigning thereof

5.3.4 Bidder should ensure 1 (One) No. of Rubber Gasket (EPDM quality) as per IS: 5382/1985 shall be supplied for each of the joints admissible for the ordered quantity plus 5% extra. A declaration to this effect to be submitted by the tenderer in ₹ 10.00 non judicial stamp.

5.3.5 D.1. Pipe manufacturers should produce certificate, PAN No., GSTN/GST Tax Certificate, Valid Professional Tax Challan, Income Tax return acknowledgement Certificate of last two years, running factory license etc.

6. Only One Bid Per Bidder.

6.1 Submission or participation by a Bidder in more than one Bid for a contract will result in the disqualification of all those bids for that contract in which the party is involved.

B. Bid Document.

7. Content of Bid Document.

7.1 The bid document comprises the following documents and should be read in conjunction with any Addenda issued in accordance with Clause 9 of this Section :

Section I	Invitation to bid
Section II	Instructions to Bidders
Section III	Letter of Undertaking(s)
Section IV	Bidding Forms
Section V	General Conditions of Contract
Section VI	Special Conditions of Contract
Section VII	Technical Specifications
Section VIII	Sample Form
Section IX	Price Bid

8. Explanations/Clarification Notes Concerning Bid Document.

8.1 Prospective Bidders requiring any further informations or clarifications of the Bidding Documents may submit questions in writing to the Employer upto 10 calendar days before the deadline for submission of bids. The Employer shall reply to all Bidders' questions by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of bids. Clarification notes will constitute an integral part of the bid documentation.

9. Amendment of Bidding Documents.

9.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 The addendum shall be part of the Bidding Documents and shall be communicated in writing or by fax to all prospective bidders who have received the Bidding Documents, and will be bidding on them.

9.3 In order to afford prospective bidders reasonable time in which to take the addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids in accordance with Clause 18.

C. Preparation of Bids.

10. Language of Bids.

10.1 The bid and all correspondence and documents must be written in English.

11. Documents comprising the Bids.

11.1 The Technical Bid shall contain the following information and documents :

- a) Covering Letter.
- b) Proof of purchase of bid document (receipt).
- c) Complete Bid Document duly sealed and signed by the Bidder in each page.
- d) Non Refundable Court Fee Stamp or Indian Postal Order of specified value
- e) Bid Security in the form of NSC/FDR from any Nationalized Indian Bank.
- f) Letter of Undertaking (Section III).
- g) Upto date Income Tax & Sales Tax /GST Clearance Certificates, etc..

- h) Bidding Forms (Section IV) including any other documents required as per Clause 5.3 eligibility criteria.
- i) Bidder's Technical Offer in response to specifications (Section VII) including Literature, drawings and data.

Documentary evidence in support of the information furnished shall invariably be enclosed with the Technical Bid, failing which Technical Bid is liable to be rejected.

11.2 The "Technical Bid " shall **NOT** contain the following :

- a) Financial Offer.
- b) Any indication either direct or indirect or implicit or explicit or implied regarding the financial offer or any other related price indication etc. shall be a cause for outright disqualification of the entire Bid.

11.3 The "Financial Bid " shall contain the following :

- a) Covering letter
- b) Price Schedules.

12. Bid Prices

12.1 The Bidder shall quote their rates itemwise in the Price Schedule (Section IX) FOR Destination anywhere in Meghalaya, GST as well as statutory levies imposed by the State/Central Govt. and third Party Inspection Charges.

12.2 GST as per prevailing rate shall also have to be paid by the Supplier unless valid documents in this respect are furnished for its exemption.

12.3 The Accepted Rates must be valid for a period of 24 (Twenty Four) months from the date of Approval. The Employer reserves the right to extend the validity of offered rates for a further period as necessary for which no claim shall be entertained.

12.4 Bidder shall submit an undertaking in their letterhead to the Department that input tax credits reimbursed to them as per GST regime has been considered whole quoting the rate.

12.5 The Bidder shall submit an undertaking in their letterhead to the effect that in case it is detected by the Government of India that any refund from GST Authorities obtained by the Bidder after obtaining reimbursement from the Paying Authority and if the same is not refunded by the Bidder to the Paying Authority giving details and particulars of the transactions, the Paying Authority will have full right to recover such amount from the Bidder's outstanding bills against a particular Contract or any other pending Govt. Contracts and no dispute on this account would be raised by the Bidder.

12.6 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for in Clause 7 of the General Conditions of Contract, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in Clause 8 of the Special Conditions of Contract.

12.7 No price variation except for Pig Iron, Price Variation as specified in Clause 8 of Special Conditions of Contract.

13. Period of Validity of Bids

14.1 Bids shall remain valid for a period of 180 (One Hundred Eighty) days after the deadline for submission of bids prescribed by the Employer, pursuant to Clause 9. Any bidder who quotes a shorter validity period will be rejected.

14.2 In exceptional circumstances the Employer may request that Bidders to extend the validity of bids for a specific period. Such requests and the responses to them must be made in writing. A bidder may refuse to comply with such a request without forfeiting the Bid Security. However, his bid will no longer be considered for award. If the bidder decides to accede to the extension, he may not modify his bid.

14.3 The successful bidder must maintain his bid for a further 60 (Sixty) days from the date of notification of award.

14. Bid Security.

14.1 The Bidder shall furnish as part of the bid, a bid security of ₹ 10.00 Lakh. This deposit shall be in favour of Chief Engineer, PHE., Meghalaya, Shillong and may be in the shape of NSC/FDR from any Nationalized Bank of India. The Bid Security shall be valid for a period of not less than 180 (One Hundred Eighty) days from the last date of receipt of bids. Bank Guarantee as a Bid Security is not allowed.

14.2 Bids not accompanied by Bid Security and not secured as indicated above shall be summarily rejected.

14.3 The Bid Security is intended as a pledge that the bidder shall not retract his offer up to the expiry of the validity period and, if successful, that he will enter into a contract with the Employer on the terms and conditions stated in the bid document. Hence, the Bid Security shall be forfeited if the bidder withdraws his bid before the expiry of the validity period or if the bidder fails to provide the Performance Security.

14.4 The Bid Security of unsuccessful Bidders shall be returned in 30 (Thirty) days upon the award of contract and on written request from the unsuccessful bidder.

14.5 The Bid Security of the successful Bidders will be returned when the bidder has signed the Agreement and furnished the required performance security.

14.6 The bid security may be forfeited

- (a) if the bidder withdraws its bid during the period of bid validity; or
- (b) if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 24.3; or
- (c) in the case of a successful bidder, if it fails within the specified time limit to
 - (i) sign the Agreement, or
 - (ii) furnish the required performance security

15. Variant Solutions.

15.1 No variant solutions will be accepted. Bidders must submit a bid in accordance with the requirements of the bid document.

16. Format and Signing of Bids.

16.1 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 18 of these Instructions to Bidders and clearly marked 'ORIGINAL' and 'COPY' as appropriate. In the event of discrepancy between them, the original shall prevail.

16.2 The bidder's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialed by the person or persons signing the bid. All pages must be numbered consecutively by hand, machine or in any other way.

16.3 The bid must contain no changes or alterations, other than those made in accordance with instructions issued by the Employer (issued as clarification notes) or necessitated by errors on the part of the bidder. In the latter case, corrections must be initialed by the person signing the bid.

16.4 The bid will be rejected if it contains any alteration, tampering, addition or deletion to the bid documents not specified in a clarification note issued by the Employer.

D. Submission of Bid.

17. Sealing and Marking of Bid.

17.1 The Bid must be submitted in duplicate with one copy marked '**Original**' on the front page. The copy marked '**Original**' will govern whenever there are discrepancies between the two copies.

17.2 The Bid must be submitted in separate sealed covers clearly marked as '*Technical Bid (Part I) + Financial Bid (Part II)*' respectively superscribing '*Bid for Supply, Delivery and Stacking of Centrifugally Cast (Spun) Ductile Iron Pressure Pipes (Item Rate Contract), ISI Marked, Different Classes & Sizes with Socket & Spigot Ends conforming to IS 8329 : 2000*' and shall carry the name and address of the Bidder prominently.

17.3 The Bid shall be addressed to :

**The Chief Engineer, PHE.,
PHE Administrative Building,
Lower Lachumiere,
Shillong – 793 001, Meghalaya.**

18. Extension of Deadline for submission of bids.

18.1 The Employer may at its own discretion, extend the deadline for submission of bids by issuing a notice in accordance with Clause 9 of this section.

19. Late Bids.

19.1 Any Bid received by the Employer after the time and date fixed or extended for submission of Bids prescribed by the Employer, shall be rejected and/or returned unopened to the Bidder. Also, prayer for delay in submission of any documents/credentials shall not be entertained.

20. Alterations and Withdrawal of Bids

20.1 Bidders may alter or withdraw their bids by written notification prior to the deadline for submission of bids. No bid may be altered after the deadline for submission.

20.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 16 & 17 of this section, and the envelope must also be marked with "alteration" or "withdrawal".

20.3 The withdrawal of a bid in the period between the deadline for submission and the date of expiry of the validity of the bid will result in forfeiture of the Bid Security provided for in Clause 14 of this section.

E. Bid Opening and Evaluation.

21. Opening of Bids.

21.1 The ***Part I Technical Bid*** shall be opened at 15:00Hrs. on the date Bids are due to be opened in the presence of Bidders' representatives who choose to attend.

21.2 At the Technical Bid opening, the Bidders' names, requisite Bid Security, written notification of alterations/modification and withdrawals and such other details as the Employer may consider appropriate shall be announced and recorded at the opening.

21.3 The shortlisted Bidders who are found to qualify by the Tender Authority for having submitted substantially responsive Technical Bids will be intimated at a later date, time and venue for opening of their Financial Bid.

21.4 The ***Part II Financial Bid*** of the eligible Bidders who are shortlisted by the Tender Authority shall be opened in the presence of such parties, as may desire to be present in the due date and time.

21.5 The Financial Bid of all the Bidders who have not been shortlisted by the Tender Authority will be returned unopened to such parties under acknowledgement along with the Bid Security deposited by them.

22. Secrecy of the Procedure.

22.1 After the opening of the bids, Information concerning examination, evaluation and comparison of bids and recommendations etc. concerning the award of contract, may not be disclosed to Bidders or any other person not officially involved in the process unless otherwise permitted or required by law.

22.2 Any attempt by a bidder to influence the Employer during the evaluation period will be considered legitimate grounds for disqualifying his bid.

23. Clarification of Bids.

23.1 When checking and comparing bids, the Employer may ask a bidder to clarify any aspect of his bid.

23.2 Such requests and the responses to them shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

24. Preliminary Examination of Bids.

24.1 The Employer will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

24.2 Admissible bids will be checked for arithmetic errors. Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail.

24.3 The amount stated in the Price Schedule will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 14.6 (b).

24.4 Prior to the detailed evaluation, pursuant to Clause 25, the Employer will determine the substantial responsiveness of each Bid to the Bidding Documents including acceptable quality of the Goods offered. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.

24.5 A Bid determined as not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the bidder by correction of the non-conformity.

24.6 The Technical Bids will be evaluated first. At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who are found to qualify by the Tender Authority for having submitted substantially responsive Technical Bids and who have been determined as in compliance with the requirements of the technical bids, to attend the opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer.

24.7 The Employer will notify in writing the Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened.

24.8 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer.

24.9 All envelopes containing Financial Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder and
- (b) whether there is a modification or substitution;
- (c) the Bid Price(s), including any discounts;

Only Financial Bids discounts read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

24.10 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

25. Evaluation and Comparison of Bids.

25.1 The Employer will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 24.

25.2 The comparison shall be of

- (a) price of the Goods to be delivered at final destination i.e. Meghalaya exclusive of excise duty but inclusive of all other charges like Octroi or any other statutory levies/duties etc..

25.3 The evaluation of bids shall take into account the price and other commercial features of the offer. In addition, it may also take into account other criteria, such as those listed below.

- (a) Contractual and Commercial Deviations
- (b) Delivery Schedule

26. Right of the Employer to Accept or Reject any or all Bids.

26.1 Notwithstanding Clause 24, the Employer reserves the right to accept or reject any bid and/or to cancel the whole bidding procedure and reject all bids and reserves the right to initiate a new invitation to bid.

26.2 In no circumstances will the Employer be liable for damages, whatever their nature. The publication of the Invitation to Bid does not commit the Employer to implement the programme or project announced.

F. Award of Contract.

27. Post qualification and Award.

27.1 The Employer will determine to its satisfaction whether the bidder selected as having submitted the lowest-evaluated, responsive Bid is qualified to satisfactorily perform the Contract. The examination shall be carried out in accordance to the following sub-paragraphs 27.2 to 27.4

27.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification pursuant to Clause 5.3 submitted by the bidder, as well as such other information as the Employer deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.

27.4 The Employer will award the Contract to the successful bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract. The Employer shall be the sole judge in this regard.

28. Notification of Award.

28.1 Prior to the expiration of the period of validity of bids, the Employer will notify the successful bidder in writing, that its Bid has been accepted.

29. Contract Signing and Performance Security.

29.1 The selected bidder shall have to execute an agreement with the Employer in PWD 'H' Form and furnish Contract Performance Security @2% (two percent) of the value of the supply order in the form of National Savings Certificates/Deposit at Call/FDR/Bank Guarantee from any Nationalised Bank of India duly pledged in favour of the Chief Engineer, PHE., Meghalaya, Shillong before commencement of the supply. Performance Security in the form of Bank Guarantee shall be in the format given in Proforma II, **Section VIII**. The Contract Performance Security shall be valid for a minimum period of 18 months from the date of issue of supply order.

29.2 If the selected bidder fails to sign the Contract Agreement, other required documentation, and any securities required within 15 calendar days, the Employer may consider the acceptance of the bid to be cancelled without prejudice to the Employer's right to seize the security, claim compensation or pursue any other remedy in respect of such failure and the successful bidder will have no claim whatsoever on the Employer.

29.3 The bidder whose bid has been evaluated as second cheapest may be recommended for award, and so on and so forth.

29.4 Only the signed contract will constitute an official commitment on the part of the Employer, and activities may not begin until the contract has been signed by the Employer and the successful bidder. The detailed bid document duly sealed and signed on each page shall form part of the bid agreement.

29.5 Bid Security provided by Bidders who have not been selected shall be released in 30 calendar days from the signing of the contract. The Bid Security of the successful bidder shall be released on the signing of the contract, and on submission of a valid performance security.

G. Miscellaneous.

30. Ethics Clauses.

30.1 Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Employer during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of his candidacy or bid and may result in administrative penalties.

30.2 When putting forward a candidacy or bid, the candidate or bidder must declare that he is affected by no potential conflict of interest, and that he has no particular link with other Bidders or parties involved in the project.

30.3 The Supplier must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Employer's prior approval. He may not commit the Employer in any way without its prior written consent.

30.4 The Supplier and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Supplier are confidential.

Section : III

Letter of Undertaking(s)

Bid Notice No. : No. CE/PHE/TB:

Dated the

To

**The Chief Engineer, PHE.,
PHE Administrative Building,
Lower Lachumiere,
Shillong : 793 001, Meghalaya**

In response to your letter of invitation to bid for the above contract, we, the undersigned, hereby declare that:

1. We have examined, and accept in full and in its entirety, the content of this bid document including Addenda No..... issued in accordance with Instruction to Bidders without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our bid offer not being considered any further.

2. We offer to execute, in accordance with the terms of the bid document and the conditions and time limits laid down, without reserve or restriction, the following works:

Supply, Delivery and Stacking of Centrifugally Cast (Spun) Ductile Iron Pressure Pipes (Item Rate Contract), ISI Marked, Different Classes & Sizes with Socket & Spigot Ends conforming to IS 8329 : 2000.

3. Our Financial Offer is enclosed in separate envelop.

4. This bid is valid for a period of 180 days from the final date for submission of bids.

5. The Rate Contract shall be valid for a period of 18 months from the Date of approval. The validity of Rate Contract may be extended for a further period as necessary for which no claims shall be entertained.

6. If our bid is accepted, we undertake to provide a Contract Performance Security @ 2% of the contract value.

7. We undertake, if our bid is accepted, to supply the goods and to achieve Completion within the respective times stated in the bidding documents.

8. We are making this application in our own right and we confirm that we are not bidding for the same contract in any other form.

9. We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.

10. We accept that we shall be excluded from participation in the award of this bid if compliance certificates in respect of declarations made under Clause 9 of this declaration are not submitted.

11. We agree to abide by the ethics clauses of the instructions to bidders and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the bid procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other bid in this procedure. We recognize that our bid may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our bid.

12. Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

13. We note that the Employer is not bound to proceed with this invitation to bid and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name of bidder : _____

Signature of bidder : _____

Duly authorized to sign
this bid on behalf of : _____

Stamp of the firm/company : _____

Place and date : _____

Section : IV

Bidding Forms

Form No. 1 : Bidder Information Sheet

Bidder's Information

Bidder's legal name	
Bidder's year of constitution	
Bidder's legal address	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. 1. Articles of incorporation or constitution of the legal entity named above. 2. Authorization to represent the firm	

Form No. 2 : Historical Contract Non-Performance

Each Bidder must fill in this form

Non-Performing Contracts

<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Criteria 5.3.1 (a) of Clause 5 (Evaluation and Eligibility Criteria), Section II			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Criteria 5.3.1 (a) of Clause 5 (Evaluation and Eligibility Criteria), Section II			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Form No. 3 : Financial Situation

Each Bidder must fill in this form

Financial Data for Previous 3 Years		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Net Worth [= 1 - 3]			
6. Working Capital [= 2 - 4]			

Information from Income Statement

7. Total Revenues			
8. Profits Before Taxes			
9. Profits After Taxes			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form No. 4 : Annual Turnover

Each Bidder must fill in this form

Annual Turnover in Terms of Value

Annual Turnover Data for the Last 3 Years	
Year	Amount (₹)

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.

Note: The annual turnover shall have been gained "as Prime Supplier" (Defined as billing for works in progress and completed).

Form No. 5: General Experience

Each Bidder must fill in this form

Sl. No.	Contract Identification and Name	Name and Address of Employer/Purchaser	Brief Description of the Supplies	Total value of supplies	Date of delivery

Attach copy of Supply orders and certificates of successful delivery from client.

Section : V

General Conditions for Supply Contracts

A. Preliminary Provisions.

1. Definitions.

1.1 **'Contract'** means the document forming the bid, acceptance thereof and the formal agreement executed between the Public Health Engineering Department, Govt. of Meghalaya and the supplier together with documents referred to therein.

1.2 **'Employer' or 'Owner'** shall mean Public Health Engineering Department, Govt. of Meghalaya hereinafter referred to as PHE Department and shall include their legal representatives, successors and assigns.

1.3 **'Supplier'** means the particular firm or company supplying the goods and services under this content.

1.4 **'Engineer-in-Charge'** means the engineer responsible for monitoring the execution of contract.

1.5 **'Engineer's Representative'** means any natural or legal person, designated by the Engineer as such under the contract, and empowered to represent the Engineer in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Engineer will include his representative.

1.6 **'Administrative order'** means any instruction or order issued by Employer/Engineer-in-Charge to the Supplier in writing regarding the execution of the contract.

1.7 **'Day'** means Calendar day.

1.8 **'Store'** means the stores owned by the Employer.

1.9 **'Contract Value'** means the total value of the contract payable to the supplier under the contract for the full and proper performance of its contractual obligations.

1.10 **'Site'** means the places provided by the Employer where the works are to be carried out and other places stated in the contract as forming part of the site.

1.11 **'Works'** means the material/goods/supplies to be supplied and the work to be executed as defined and set out in the specifications.

1.12 **‘Written Communications’** means certificates, notices, orders and instructions issued in writing under the contract.

1.13 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

1.14 Words designating persons or parties shall include firms and companies and any organization having legal capacity.

2. Communications.

2.1 Communications between the Employer on the one hand, and the supplier on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Employer on the one hand, and the supplier on the other hand, shall be sent by post, cable, telex, fax transmission, e-mail, or delivered by hand, to the addresses designated by the Parties for that purpose.

2.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.

3. Assistance with local regulations.

3.1 The supplier may request the assistance of the Employer in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the place where the goods are to be delivered which may affect the supplier in the performance of his obligations under the contract. The Employer may provide the assistance requested to the supplier at the supplier's cost.

B. Obligations of the Supplier.

4. General Obligations

4.1 The Bidder shall study the specification and satisfy him thoroughly regarding the workability of the DI pipe and shall take full responsibility for the guaranteed operation of the DI pipe as regard to performance and smooth reliable working.

4.2 If any material is found defective or fails to withstand the pressure during execution as per IS Code, after supply of the same, has to be replaced by the agency free of cost. In case of failure to replace, the whole amount of the damage will be recovered from the supplier bill.

4.3 Entire supply of ordered quantity shall be completed maintaining the requirement mentioned in the supply order in all respects.

5. Contract Performance Security/Guarantee.

5.1 The supplier shall within 15 days of receipt of the notification of the award of contract, furnish contract performance security/guarantee for the full and proper performance of the contract. The performance security shall be @ 2% of the value of the supply order.

5.2 The performance security shall be held against payment to the Employer for any loss resulting from the supplier's failure to perform his contractual obligations fully and properly.

5.3 The performance security shall be in the form of Bank Guarantee National Savings Certificate/FDR/Deposit at Call from any Nationalized Bank of India. The Contract Performance Security shall be valid for a period of 18 months from the date of supply order.

5.4 No payments shall be made in favour of the supplier prior to the provision of the security. The security shall continue to remain valid until the contract has been fully and properly performed.

6. Insurance.

6.1 All Goods supplied under the Contract shall be fully insured against theft, destruction or damages by fire, flood, under exposure to weather or damage incidental to manufacture or acquisition, transportation, storage and delivery or otherwise in any situation.

7. Sufficiency of bid prices.

7.1 Price charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with Clause 14 or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

8. Patents and licenses.

8.1 Save where otherwise provided in the Special Conditions, the Supplier shall indemnify Employer against any claim resulting from the use of patents, licenses, drawings, models, or brand or trade marks.

C. Commencement of Execution and Delays.

9. Commencement order.

9.1 The date of commencement shall be the date of issuance of Supply Order.

10. Period of execution.

10.1 Time being essence of contract, delivery to store shall be affected within 90 days from placement of an order failing which liquidated damage shall be applicable as per Clause 12. If the Supplier is not able to supply the material in time then the work may be offered to any suitable Supplier as per the approved rate. Decision of the Employer shall be final and binding in this regard.

10.2 If provision is made for separate periods of performance for separate lots, such periods shall not be aggregated in cases where one Supplier is allocated more than one lot.

11. Extension of period of execution.

11.1 Extension of time for supply of pipes beyond the stipulated delivery period may be requested by the supplier and the purchaser shall grant such extension of delivery period as may be justified, either prospective or retrospectively, or inform the supplier that he is not entitled to an extension.

12. Liquidated damages due to delays in execution.

12.1 If the Supplier fails under his own responsibility to deliver any or all of the goods within the scheduled date or any time extensions granted thereof, the Employer shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for each day of delay a liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 5% of the total value of the contract.

12.2 If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 13.1 above shall be calculated on the basis of the total contract value.

12.3 If the Employer has become entitled to claim at least 5% of the contract value it may, after giving written notice to the Supplier:

- seize the performance guarantee;
- terminate the contract, in which case the supplier will have no right to compensation; and
- enter into a contract with a third party for the provision of the balance of the supplies. The Supplier shall not be paid for this part of the contract. The Supplier shall also be liable for the additional costs and damages caused by his failure.

13. Bid Quantity.

13.1 Order placement shall be subject to actual requirement by the different Divisions of PHE Directorate, Government of Meghalaya, which is again dependent on stock available at stores, and future requirement of the consuming Division. The requirement can widely vary. The Term 'widely vary' should include also substantial increase or decrease in the quantity requirement to meet the demand of different Divisions during the currency of the contract. No claim shall be entertained for any variation of quantity requirement during the currency of the contract.

13.2 The Bidder's base offer quoted in the Price Schedule shall be applicable to the quantities procured under variation.

14. Contract Amendments.

14.1 Subject to Clause 13, no variation or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

15. Suspension.

15.1 The Engineer-in-Charge may, at any time, instruct the Supplier to suspend:

- a) the manufacture of the goods; or
- b) the delivery of goods to the place of acceptance at the time specified for delivery in the performance programme or, if no time specified, at the time appropriate for it to be delivered.

15.2 The Supplier shall, during suspension, protect and secure the goods affected at the Supplier's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the Engineer-in-Charge, even if goods have been delivered to the place of acceptance in accordance with the contract.

15.3 If the period of suspension exceeds 180 days, and the suspension is not due to the Supplier's default, the Supplier may, by notice to the Engineer-in-Charge, request to proceed with the supplies within 30 days, or terminate the contract.

15.4 Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Employer shall, suspend performance of the contract. Where such errors, irregularities or fraud are attributable to the Supplier, the Employer may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

15.5 The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract shall resume as soon as possible.

D. Materials and Workmanship.

16. Inspection & Testing.

16.1 Manufacturer's test certificate shall have to be produced at the time of supply of pipes. Pipes will be hydraulically tested at the manufacturer's works as per relevant IS Code before dispatch.

16.2 Inspection will be carried out by Third Party Inspection Agency viz., M/s. DGS&D/M/s. G.M. Technical Services Dr. Amin Controllers Pvt. Ltd., as accepted by the Department. Inspection charges shall be borne by the Supplier.

16.2 Supplier should Submit Third Party Inspection Certificate at the time of delivery of the materials at the respective store.

16.3 TPI report should cover (i) all the parameters as per IS 8329:2000, (ii) test to ensure Rubber gasket quality as per IS 5382/1985.

16.4 The sampling size will be guided as per relevant IS code

17. Standards.

17.1 All pipes shall have to be cast or stamped or legibly painted on it with the approved mark as per relevant IS specification (IS: 8329/2000) as follows:

- a) The manufacturer's name or Trade Mark.
- b) The nominal diameter of Pipe.
- c) Class of Pipe
- d) I.S.I Certification Mark.

E. Payments.

18. General principles.

18.1 Payments shall be made in Rupees.

18.2 Payment shall be made by the consignee upon receipt of materials in full and good condition as per specification, based on the Invoice issued by the Supplier, in accordance with the timeframes, terms & conditions of the Contract. No payment shall be made against dispatch documents

18.3 GST & Income Tax as per prevalent rate shall be deducted from the bills at source as per I.T. Rules/GST Rules, unless valid documents are produced for non deduction of the same.

F. Acceptance and Maintenance.

19. Delivery.

19.1 The Supplier shall deliver the goods/supplies in accordance with the conditions of the contract. The goods shall be at the risk of the Supplier until their provisional acceptance.

19.2 The Supplier shall provide such packaging of goods as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the goods, and the possible absence of heavy handling facilities at all points in transit.

19.3 The packaging, marking and documentation inside and outside the packages shall comply with such requirements.

19.4 No goods shall be shipped or delivered to the place of acceptance until the Supplier has received a delivery order. The Supplier shall be responsible for the delivery at the place of acceptance of all goods and supplier's equipment required for the purpose of the contract.

19.5 Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the goods has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions (Section VI), have been submitted to the Employer.

20. Provisional acceptance.

20.1 The goods shall be taken over by the Employer when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be.

21. Guarantee.

21.1 The successful Bidder shall guarantee for successful execution of the entire quantity of the work order for a period of 12 months from the date of laying or 18 month from the date of supply which ever is earlier.

21.2 If any defect is detected during the guarantee period, the successful tenderer shall attend the defect forthwith and rectify the defect free of cost to the Employer.

21.3 If frequent defects develop in any pipe within the guarantee period, the successful Bidder shall replace the defective item at his own cost, including the cost of transportation. The replaced item shall be free from defects and shall meet the Employer's satisfaction.

G. Breach of Contract and Termination.

22. Breach of contract.

22.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.

22.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

22.3 In addition to the above-mentioned measures, damages may be awarded. They may be either:

- a) general damages; or
- b) liquidated damages.

22.4 Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Clause shall be effected by deduction from the sums due to the Supplier, from the deposit, or by payment under the guarantee.

23. Termination by the Employer.

23.1 The Employer may, after giving the Supplier notice, terminate the contract in any of the following cases :

- a) the Supplier fails to effect delivery in whole or in part, within the time period(s) specified in the Contract or any extension thereof granted by the Employer pursuant to Clause 11.
- b) the Supplier fails to comply within a reasonable time, the request of the Engineer-in-Charge requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the works;
- c) the Supplier refuses or neglects to carry out administrative orders given by the Engineer-in-Charge;
- d) the Supplier assigns the contract or subcontracts without the authorization of the Employer;
- e) the Supplier is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) the Supplier has been convicted of an offence concerning professional conduct;
- g) the Supplier has been guilty of grave professional misconduct proven by any means which the Employer can justify;

- h) the Supplier has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;
- i) the Supplier, following another procurement procedure or grant award procedure, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- j) any organizational modification occurs involving a change in the legal personality, nature or control of the Supplier, unless such modification is recorded in an addendum to the contract;
- k) any other legal disability hindering performance of the contract occurs;
- l) the Supplier fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments.

23.2 Termination shall be without prejudice to any other rights or power of the Employer and the Supplier under the contract. The Employer may, thereafter, conclude any other contract with a third party on behalf of the Supplier. The Supplier's liability for delay in completion shall immediately cease upon termination without prejudice to any liability thereunder that may already have occurred.

23.3 The Engineer-in-Charge shall, upon the issue of the notice of termination of the contract, instruct the Supplier to take immediate steps to bring the execution of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

23.4 In the event of termination, the Engineer-in-Charge shall, as soon as possible and in the presence of the Supplier or his representatives or having duly summoned them, draw up a report on the goods delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Supplier and of monies owed by the Supplier to the Employer as at the date of termination of the contract.

23.5 The Employer shall not be obliged to make any further payments to the Supplier until the supplies are completed, whereupon the Employer shall be entitled to recover from the Supplier the extra costs, if any, of providing the goods or shall pay any balance due to the Supplier prior to the termination of the contract.

23.6 If the Employer terminates the contract, it shall be entitled to recover from the Supplier any loss it has suffered under the contractual conditions set out in *Clause 1* of the Special Conditions (Section VI).

23.7 This contract shall be automatically terminated if it has given rise to no payment in the three years following its signing.

24. Force majeure.

24.1 Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is earlier.

24.2 For the purposes of this Clause, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

24.3 Notwithstanding the provisions of *Clause 12* and *23* of this section, the Supplier shall not be liable to forfeiture of its performance guarantee, liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

24.4 If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Engineer-in-Charge, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Engineer-in-Charge in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent from performing. The Supplier shall not employ such alternative means unless directed to do so by the Engineer-in-Charge.

24.5 If the Supplier incurs additional costs in complying with the Engineer-in-Charge's directions or using alternative means under *Clause 24.4* above, the amount thereof shall be certified by the Engineer-in-Charge.

24.6 If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Supplier may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further performance of the contract.

25. Death.

25.1 Where the Supplier is a natural person, the contract shall be automatically terminated if that person dies. However, the Employer shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Employer shall be notified to those concerned within 30 days of receipt of such proposal.

25.2 Where the Supplier consists of a number of natural persons and one or more of them die, a report shall be agreed between the Parties on the progress of the contract, and the Employer shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

25.3 In the cases provided for in *Clause 25.1* and *25.2* above, persons offering to continue to perform the contract shall notify the Employer thereof within 15 days of the date of decease.

25.4 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the original Supplier.

H. Dispute Settlement.

26. Amicable dispute settlement.

26.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between parties.

26.2 If any dispute or difference of any kind whatsoever shall arise between the Engineer-in-Charge and the Contractor, arising out of the Contract for the performance of the Works whether before or after the termination, abandonment or breach of the Contract, it shall be referred to and settled by the Chief Engineer, who, within a period of 30 (thirty) days after being requested by both party to do so, shall give written notice of his decision to the Engineer-in-Charge and the Contractor.

26.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to be the Contractor who shall proceed with the works with all due diligence.

Section : VI

Special Conditions

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable.

1. Law Applicable

1.1 The laws of India shall apply in all matters not covered by the provisions of the contract. The courts of Shillong shall have exclusive jurisdiction in all matters arising under this contract.

2 Communications.

2.1 As per *Clause 3* of General Conditions of contract.

3. Assistance with Local Regulations.

3.1 As per *Clause 4* of General Conditions of contract.

4. The Contractor's Obligations.

4.1 As per *Clause 5* of General Conditions of contract

5. Performance Security/Guarantee.

5.1 As per *Clause 6* of General Conditions of contract

6. Insurance.

6.1 As per *Clause 7* of General Conditions of Contract.

7. Period of Validity of Rate contract.

7.1 The Rate Contract shall be valid for a period of 24 months from the date of Approval. The Validity of Rate Contract may be extended for a further period as necessary for which no claim shall be entertained.

8. Prices.

8.1 The Commercial Offer shall be FOR destination anywhere in Meghalaya including Taxes, freight & inspection charges etc.. The Rate of Pig Iron at the time of quoting the rate shall be clearly mentioned with documentary evidence in support of the Rate.

8.2 In case, the price of Pig Iron increases or decreases, the formula that will be adopted for calculating the Basic Price per running meter should be clearly spelt in the offer and will be governed by the Price Variation Formula Calculation indicated hereinbelow, on the basis of WPI 30 days prior to the Inspection Date:

$$P = R_o + 0.60 \left[\left\{ \frac{I_1 - I_o}{I_o} \right\} \times R_o \right]$$

Where

P = Effective New Price considering Price Variation in ₹/Mtr.

R_o = Approved Rate of DI Pipe as per Rate Contract Agreement for relevant size/class in ₹/Mtr. (Considering Pig Iron Base Index).

I_o = Wholesale Price Index of Pig Iron (FG) as per price variation effect.

I₁ = Wholesale Price Index of Pig Iron (FG) given as Base Index at the time of quoting the tender.

The price variation shall be based on the Price Index issued by office of economic Advisor to GoI, Ministry of Commercial & Industries. Price Index is available on website : <http://eaindustry.nic.in>

No other price variation claim, be it on account of Zinc, Freight, Power, Labour etc., would be entertained subsequently under any circumstances..

9. Adjudication.

9.1 Bidders should preferably quote prices for only those items in the Schedule that they manufacture and supply. The itemwise cost shall be taken into account for adjudication purposes. It shall be the prerogative of the Employer to decide whether one full contract or partial ones should be awarded.

10. Total orders and/or Partial orders.

10.1 In accepting the conditions and specifications for this bid, the prospective supplier will be binding itself to accept either total orders and/or partial orders for one or more items of the schedule.

11. Exclusivity.

11.1 This period contract in no way implies that the Employer is bound to purchase items governed by this bid exclusively through the period contract and the Employer reserves the right to procure the said items by other means and from other suppliers.

12. Commencement Order.

12.1 As per *Clause 9* of General Conditions of Contract.

13. Period of Execution.

13.1 As per *Clause 10* of General Conditions of Contract.

14. Liquidated damages.

14.1 As per *Clause 12* of General Conditions of Contract.

15. Inspection and Tests.

15.1 As per *Clause 16* of General Conditions of Contract

16. Standards.

16.1 As per *Clause 17* of General Conditions of Contract

17. Methods of Payment.

17.1 As per *Clause 18* of General Conditions of contract.

18. Delivery.

18.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

18.2 The packaging shall become the property of the recipient subject to respect for the environment.

18.3 Invoice(s) and other documentation like insurance certificate/policy etc. must be presented.

19. Provisional Acceptance.

19.1 The place of provisional acceptance is Employer's stores with supplies unloaded.

20. Warranty.

20.1 This warranty shall remain valid for two years after provisional acceptance.

21. Breach of Contract.

21.1 The contract in the case of infringement of any condition there under and apart from the deduction established for delay in delivery, any such infringement shall render the supplier, in each case, liable to a deduction by way of damages of 10 per cent of the value of the contract, unless the Employer elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

22. Dispute Settlement.

22.1 As per *Clause 26* of General Conditions of contract.

Section : VII

Technical Specifications

A. Specifications and Conditions for the Supply of Centrifugally Cast (Spun) Ductile Iron Pressure Pipes, ISI Marked (K7/K9 class) with socket & spigot ends conforming to IS 8329/2000.

1. Scope.

1.1 Supply, delivery & stacking of Centrifugally Cast (Spun) Ductile Iron Pressure Pipes duly ISI marked for water, gas and sewerage conforming to IS 8329/2000 and latest edition of relevant IS specification, diameter varying from 80mm to 1000mm in standard working lengths of 5m/6m, classification K9 & K7 with Socket and Spigot ends suitable for push on joints with cement mortar lining inside the pipes and zinc coating with a finishing layer of Epoxy Resin (Blue Epoxy) on external surfaces. The mean dry film thickness of the finishing layer shall not be less than 70µm with nowhere less than 50µm. Socket and spigot ends pipes are to be supplied with ISI Marked EPDM quality Rubber Gaskets conforming to IS:5382/1985 (Reaffirmed 2003) with dual hardness of Type-2 (bulb) and Type-5 (Heel) quality for each of the joints admissible for the ordered quantity plus 5% extra. Pipes should be delivered properly & suitably stacked at Employer's premises either on wooden blocks or rubber pads or other means so that external coating on pipes shall not be deteriorated/damaged. Offloading and stacking are responsibilities of Supplier, Packing and stacking materials if any shall be supplied free by Supplier.

B. Technical Specifications for Centrifugally Cast (Spun) Ductile Iron Pressure Pipes, ISI Marked (K7/K9 class) with socket & spigot ends conforming to IS 8329/2000.

1. Reference

1.1 The Indian Standards listed in Annexure-A are required to be referred with IS 8329/2000.

2. Materials

2.1 The material used for manufacturing the pipes shall be of good quality, commensurate with the mechanical requirements laid down in clause 10 of IS 8329:2000. It shall be centrifugally cast (spun) pipes and be heat-treated in order to achieve the necessary mechanical properties and to relieve casting stresses caused due to the method of manufacture and repair work.

2.2 If necessary the pipes may be subjected to reheat treatment to ensure that Brinell hardness does not exceed the specified value and the other mechanical properties specified in the standard are achieved.

2.3 The pipes shall be stripped with all precautions to avoid warping or shrinkage defects, detrimental to their good quality. The pipes shall be sound and free from surface or other defects.

3. Classification

3.1 Pipes shall be classified by a whole number coefficient 'K', the value of which depends on service conditions and manufacturing process. For the requirement of this Procurement of D.I pipes shall be of class K-9 and K-7.

4. Size

4.1 The Standard nominal diameter (DN) of pipes under scope of these specifications is as follows: -

100, 150, 200, 250, 300, 350, 400, 450, 500, 600, 700, 750, 800, 900, 1000.

4.2 Critical dimensions for socket and spigot of pipes for push-on flexible joints for class K9/K7 are as per table-2 of IS 8329:2000.

5. Dimensions of Pipes.

5.1 **Length :** The standard working length of socket and spigot pipes shall be 5/5.5m/6m.

5.2 **Internal Diameter:** The nominal value of the internal diameters of centrifugally cast pipes expressed in millimetres is approximately equal to the numbers indicating their nominal sizes (DN).

5.3 **Wall thickness:** The nominal wall thickness of pipes shall be as per table 2 or be calculated as a function of the nominal size (DN) as per clause 4.3 of IS 8329:2000.

6. Tolerances.

6.1 Diameter:

6.1.1 **External diameter :** The value of external diameter (DE) of the spigot end of socket & spigot pipes and when measured circumferentially shall conform to the requirement as per clause 12 of IS 8329:2000. The positive tolerance is + 1mm and applies to all thickness classes of pipes. Whereas the negative tolerance of the external diameter depends on the design of each type of joint shall be limited as per table - 7 of IS 8329:2000.

6.1.2 For requirement of interchange-ability all pipes should be within the tolerance specified. Push-on flexible joints may need closer tolerance for its effective performance.

6.1.3 In addition, the ovality of the spigot end of pipes shall (i) remain within the tolerances on DE for DN 100 to 200. (ii) not exceed 1 percent for DN 250 to 600 or 2 percent for DN above 600.

6.2 Tolerance on ovality:

6.2.1 Pipes shall be as far as possible circular internally and externally. The tolerance for out-of- roundness of the socket and spigot ends in the jointing zone for push-on-joints is as per table -8 and for mechanical joints as per table-9 of IS 8329:2000.

6.3 Tolerance on Thickness:

6.3.1 The tolerance on the wall thickness (e) and the flange thickness (b) of the pipes shall be as per clause 15.4 of IS: 8329-2000.

6.4 Tolerance on length:

6.4.1 The tolerance on length of pipes shall be as follows: -

Type of Castings	Tolerance (in mm)
Socket & Spigot	± 100
Flanged pipe	± 10

7. Joints.

7.1 Push-on-joints shall be as per clause 6.1 of IS 8329:2000.

8. Rubber Gasket.

8.1 Rubber gasket used with push-on-joints shall conform to IS: 5382:1985 and amended up to date. Other requirements of gaskets are as per clause-8 of IS 8329:2000. Rubber Gaskets to be ISI marked EPDM quality.

9. Sampling.

9.1 Sampling criteria for various tests, unless specified in IS 8329:2000, shall be as laid down in IS: 11606:1986 and amended up to date.

10. Tests

10.1 All tests prescribed in IS 8329:2000 shall have to be carried out.

NOTE: 1) Hydrostatic test shall be witnessed on all samples drawn not withstanding 100% Hydrostatic tests by manufacturer.

2) **Note 1** below 10.1.6 of IS8329:2000 be read as “0.2% proof stress shall be measured and shall not be less than 300 Mpa.”

3) **Note 2** below clause 10.1.6 of IS8329:2000 shall not be applicable.

11. External Protection

11.1 External protection shall be of zinc minimum 200gm/m² and over coated with Blue Epoxy minimum 70 microns as per relevant IS.

12. Internal Lining.

12.1 Internal coating shall be Cement Mortar Lining as per relevant IS.

13. Marking.

13.1 **BIS Certification Marking:** The Pipes shall be marked with the Standard Mark of the Bureau of Indian Standards (BIS).

13.2 Each Pipe shall have as cast or stamped on legibly and indelible painted. The marking shall show the following:-

- (i) The Manufacturer's name or trade mark on each pipe.
- (ii) The nominal diameter of pipes.
- (iii) Class of Pipes:
- (iv) ISI certification mark on each pipe.
- (v) Employer's name i.e. Govt. of Meghalaya, PHE Department on each pipe.
- (vi) Any important information that the manufacturer deems fit to be inscribed on pipe.

NOTE: Wherever there is reference of IS No. it shall be considered amended up to date at the time of inspection of supply/ replacement by inspection agency. Any amendment shall be effective only when it is implemented by BIS.

Annexure – A

List of referred Indian Standard (To the Extent Applicable)

Sl. No	IS No.	Title
1.	455:1989	Portland Slag Cement (Forth revision)
2.	638:1979	Sheet Rubber Jointing and rubber insertion jointing (Second revision)
3.	1387:1993	General requirements for supply of metallurgical materials (Second revision)
4.	1500:1983	Methods for Brinell hardness test for metallic materials (Second revision)
5.	1608:1995	Mechanical testing of metals-Tensile testing (Second revision)
6.	5382:1985	Rubber sealing ring for gas mains, water mains and sewers (First revision)
7.	6452:1989	Specification for high alumina cement for structural use
8.	6909:1990	Specification for super sulphated cement
9.	8112:1989	43 grade ordinary Portland cement
10.	9523:1980	Ductile iron fittings for pressure pipes for water, gas & sewage.
11.	11606:1986	Methods of sampling of cast iron pipes & fittings
12.	12330:1988	Sulphate resisting Portland Cement
13.	13382:1992	Cast iron specials for mechanical and push-on-flexible joints for pressure pipelines for water, gas and sewage

IS - INDIAN STANDARDS

(All standards shall be of latest edition as per BIS Catalogue)

Section : VIII

Proforma I

Declaration by the Tenderer

(Affidavit on Non Judicial Stamp Paper of ₹ 10/- duly attested by Notary / 1st Class Magistrate)

This is to certify that We, M/s, in submission of this offer confirms that:

- As on date, we are not disallowed/debarred/delisted/blacklisted for participation in any DI Pipe supply tender by any Govt.Deptt/ Govt. Undertaking/Statutory Body / Municipality in India.
- We have not made any **misleading or false representation.**
- The information and documents submitted with the tender by us are correct and **we are fully responsible for the correctness of the information and documents submitted by us.**
- We understand that in case any **statement/information/document furnished by us is found to be incorrect or false, our EMD in full will be forfeited and Business dealings with us banned.**

SEAL AND SIGNATURE & NAME OF THE BIDDER

Signing this document

Section – IX**Price Schedule****Schedule I : DI pressure pipes with Socket & Spigot Ends suitable for Push-On Joint.**

Sl No.	Nominal sizes of pipes	Class	Ex-Works price per meter	Freight & Insurance Charges	Inspection Charges	GST & Other Levies payable		Total Price per Rm FOR Destination (₹)	
						GST	Other Levies (Specify)	In figure	In words
1.	100mm	K7							
2.	150mm	K7							
3.	200mm	K7							
4.	250mm	K7							
5.	300mm	K7							
6.	350mm	K7							
7.	400mm	K7							
8.	450mm	K7							
9.	500mm	K7							
10.	600mm	K7							
11.	700mm	K7							
12.	750mm	K7							
13.	800mm	K7							
14.	900mm	K7							
15.	1000mm	K7							
16.	100mm	K9							
17.	150mm	K9							
18.	200mm	K9							

Sl No.	Nominal sizes of pipes	Class	Ex-Works price per meter	Freight & Insurance Charges	Inspection Charges	GST & Other Levies payable		Total Price per Rm FOR Destination (₹)	
						GST	Other Levies (Specify)	In figure	In words
19.	250mm	K9							
20.	300mm	K9							
21.	350mm	K9							
22.	400mm	K9							
23.	450mm	K9							
24.	500mm	K9							
25.	600mm	K9							
26.	700mm	K9							
27.	750mm	K9							
28.	800mm	K9							
29.	900mm	K9							
30.	1000mm	K9							

Date :

Signature :

Place :

Printed Name :

Designation :

Common Seal :