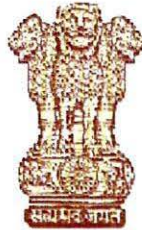


**Government of Meghalaya
Public Health Engineering Department**



**Supply of fusion bonded epoxy coated D.I. Fittings & Valves etc.
for Pressure Pipes for Water Supply Schemes under
PHE Department, Meghalaya**

Bid Document

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

2024

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Section : I

**Government of Meghalaya
Public Health Engineering Department
Meghalaya, Shillong**

No. CE/PHE/TB-27/2011-12/129

Dated the 13th March 2024

Invitation for Bids

Sealed Bids in two parts Bid System are invited from Manufacturers having valid B.I.S. license with atleast 5 years experience in manufacturing and supply of DI fittings and Valves, for participation under domestic competitive bidding for the work “*Supply of fusion bonded epoxy coated Ductile Iron Fittings and Valves etc. for Pressure Pipes for Water Supply Schemes*” which will be received upto 14:00 Hrs of 15.04.2024 in the office of the undersigned and shall be opened at 15:00 Hrs of 15.04.2024.

The Detailed Bid Document may be obtained from the office of the undersigned on any working day upto 15:00 Hrs of 12.04.2024.

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

Sd/-
(Smt B.M. Lyndem)
**Chief Engineer, PHE.,
Meghalaya, Shillong.**

Memo No.CE/PHE/TB:116/2017-18/90‘A’

Dated the 13th March 2024

Copy to :

1. The Deputy Secretary to the Govt. of Meghalaya, PHE Department, Shillong for favour of information.
2. The DIPR. Meghalaya, Shillong for information with a request to arrange for publication of the same in one English local daily and one Khasi/Garo local daily newspaper. 4 (Four) spare copies are enclosed herewith.
3. The SIO, NIC for information with a request for hoisting the Quotation in the Meghalaya website.
4. The Chief Engineer, MWSSO, Environment & Sanitation, Meghalaya, Shillong for information and wide publicity.
5. The Addl. Chief Engineer, PHE., Zone-I, Shillong/Zone-II, Garo Hills, Tura/Zone-III, Shillong/Sanitation Cell, Shillong for information and wide publicity.
6. The Superintending Engineer (PHE), G.S. Circle, Shillong/Rural Circle, Shillong/Tura Circle, Tura/Simsangiri Circle, Williamnagar/Electrical Circle, Shillong/Ri-Bhoi Circle, Nongpoh for information and wide publicity.
7. The Executive Engineer (PHE), Electrical Division, Mawphlang/ Shillong/ Jowai ; GSWS Division I/ GSWS Division II ; Nongstoin Division ; Mawkyrwat Division ; Mairang Division ; Sohra Division ; S & D Division ; Hills Division ; Investigation Division ; RWS Division Jowai; Umsning Division ; Nongpoh Division ; Tura Division ; Tura North Division ; Ampati Division ; Baghmara Division ; Simsangirri Division & Resubelpara Division for information and wide publicity.
8. Notice Board.

Sd/-
(Smt B.M. Lyndem)
**Chief Engineer, PHE.,
Meghalaya, Shillong.**

Detailed Invitation for Bids

1. Sealed Bids in two parts Bid System are invited from Manufacturers having valid B.I.S. license with atleast 3 years experience in manufacturing and supply of fusion bonded epoxy coated DI fittings and Valves, for participation under domestic competitive bidding for the following:

Name of work : *Supply of fusion bonded epoxy coated Ductile Iron Fittings and Valves etc. for Pressure Pipes for Water Supply Schemes.*

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

Sale of Bid Document	14.03.2024 to 12.04.2024 (between 10:00 hrs. to 14:00 hrs. on all working days)
Cost of Bid Document	₹ 5,000.00
Value of non-refundable Court Fee Stamp or Indian Postal Order	₹ 2,000.00
Time of Completion	90 (Ninety) days
Last date and time for submission	15.04.2024 at 14:00 Hrs.
Bid opening date and time	15.04.2024 at 15:00 Hrs.

3. Bid 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 specified amount. Issuance of Bid Documents, however, shall not automatically mean that such party(s) fulfills/meets the qualifying requirements.

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

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

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

7. 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.

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

Section : 2

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 and comply with all instructions, forms, contract provisions and specifications contained in this bid document.

No account can be taken of any reservation in the bid as regards the bid document; any disagreement, contradiction, alteration or deviation shall lead to the offer not being considered any further.

1.2 The subject of this bid is the supply and delivery of ductile iron fittings, valves and dismantling joints for ductile iron pipes for water supply schemes. Delivery also includes unloading at PHE stores.

1.3 The place of acceptance of the supplies shall be FOR destination, Meghalaya, the time-limits for delivery shall be not more than 90 (Ninety) days.

1.4 This is a unit-price contract.

1.5 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.

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

1.7 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.

1.8 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 or Indian Postal Order	₹ 2000.00
Cost of Bid Document	₹ 5000.00
Date of sale of Bid Document	14.03.2024 to 12.04.2024 (between 10:00Hrs. to 14:00 Hrs. on all working days)
Deadline for submission of bids (unless modified in terms of clause 17 of this section)	15.04.2024 at 14:00 hrs.
Bid opening session (unless otherwise modified in terms of clause 17 of this section)	15.04.2024 at 15:00 hrs.
Bid Security :	
• For Fittings & Valves	₹ 10.00 Lakhs
• For Fittings only	₹ 5.00 Lakhs
• For Valves only	₹ 5.00 Lakhs
Time of completion	90 (ninety) days

3. Eligibility

3.1 This invitation for Bids is open on equal terms to all eligible Bidders.

3.2 All Bidders shall provide in Section 4, Bidder's Statement and all qualification information required under this contract.

4. Selection Criteria.

4.1 In order to be considered eligible for the award of the contract, bidders must provide evidence that they meet or exceed certain minimum qualification criteria described hereunder.

i) Bidders shall have to submit a certificate in original issued by the statutory auditors confirming unambiguously the minimum annual sales turnover during the last three years i.e. 2020-21, 2021-22 & 2022-23 as follows:

- For fittings and valves : ₹ 20.00 crores
- For fittings only : ₹ 10.00 crores
- For valves only : ₹ 8.00 crores

Wrong or distorted submission, if detected by the Employer may entail disqualification of the Bid and forfeiture of Bid Security.

- ii) Bidders shall have atleast 3 years experience in manufacturing and supply of Fusion Bonded Epoxy coated DI Fittings and supply of Valves respectively.
- iii) Bidder's ISI License from BIS for both DI fittings and valves shall be minimum 3 years old.
- iv) ISO 9001 Certification of the Manufacturing Company shall be minimum 3 years old.

4.2 Information about the bidder's technical capacity

- i) Bidder shall have previous experience of supply of Fusion Bonded Epoxy coated DI Fittings. Weightage shall be given to those Bidders whose value of supplies of FBE coated DI Fittings is not less than a minimum of ₹ 2.00 crore for a single order from any Government Department. Certified copy of supply orders and certificate of successful delivery from the employer to be submitted as proof
- ii) Bidder shall have in-house operational FBE Coating Plant.
- iii) Bidder shall furnish list of principal deliveries effected during the last 3 years in Section 4 supported by supply orders and copy of certificate of successful delivery from the employer.
- iv) In so listing the end clients (Section 4), the Bidder is giving his consent to the Employer, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the Bidder. The Employer reserves the right to request additional documentation in respect of the deliveries listed.

4.3 The Bidder shall submit a declaration that they have not defaulted in executing supply orders in the past or part/full quantity ordered against any supply order had not been cancelled in any State Government for lapses on the part of Bidder. In case it is found anything which is contradictory to the declaration as above, their offer/supply order is liable to be cancelled.

5. Only One Bid Per Bidder.

5.1 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.

6. Clarification Meeting/Site Visit.

6.1 No clarification meeting/site visit is planned.

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 clarification notes issued in accordance with Clause 8 of this Section :

1. Invitation to bid
2. Instructions to Bidders
3. Bid Form
4. Bidder's Statements
5. General Conditions for Supply Contracts
6. Special Conditions
7. Technical Specifications
8. Model Financial Offer

7.2 Bidders are solely responsible for examining with appropriate care the bid document, and any clarification notes to the bid document issued during the bidding period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the bid or the execution of the works.

7.3 The bidder must provide all documents required by the provisions of the bid document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the bidder.

8. Explanations/Clarification Notes Concerning Bid Document.

8.1 Bidders 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, and amend the bid documents 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.

8.2 The Employer may, at its own discretion, as necessary and in accordance with Clause 17 of this section, extend the deadline for submission of bids.

C. Preparation of Bids.

9. Language of Bids.

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

10. Bid Prices

10.1 Bidders will be deemed to have satisfied themselves, before submitting their bid, to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.

10.2 Bidder must quote the price **inclusive** of all taxes and duties, F.O.R. Destination, Meghalaya.

10.3 If the bidder offers a discount, the discount must be absorbed in the rates of the Financial Statement.

10.4 *Participating Firm/Company can quote only for the items they manufacture and supply during the last three years. The prices must include carriage, loading, unloading at the site etc.. The prices quoted are fixed and not subject to revision or escalation in costs.*

11. Currencies of Bid and Payments.

11.1 The currency of the bid is the Rupee (₹).

11.2 Payments will be made upon certification of supplies, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.

11.3 All correspondence relating to payments including invoices and interim and final statements must be submitted as outlined in the contract.

12. Period of Validity of Bids

12.1 Bids must remain valid for a period of 180 days after the deadline for submission of bids indicated in the Invitation to Bid, the bid document or as modified in accordance with Clauses 8.2 and/or 17 of this section. Any bidder who quotes a shorter validity period will be rejected.

12.2 In exceptional circumstances the Employer may request that Bidders 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 his 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.

12.3 The successful bidder must maintain his bid for a further 60 days from the date of notification of award.

13. Bid Security.

13.1 The Bid Security required to be deposited by the bidder is indicated in Clause 2 of this section. This deposit shall be in favour of the 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 days from the last date of receipt of bids.

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

13.3 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.

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

14. Variant Solutions.

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

15. Format and Signing of Bids.

15.1 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 16 of these Instructions to Bidders and clearly marked 'ORIGINAL' and 'COPY' as appropriate. In the event of discrepancy between them, the original shall prevail.

15.2 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.

15.3 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.

15.4 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.

16. Sealing and Marking of Bid.

16.1 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.

16.2 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 of fusion bonded epoxy coated Ductile Iron Fittings and Valves etc. for Pressure Pipes for Water supply Schemes***' and shall carry the name and address of the Bidder prominently.

16.3 The Bid shall be addressed to :

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

16.4 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) ISI License from BIS.
- g) ISO 9001 Certification.
- h) Information about the Bidder, upto date Income Tax & GST Clearance Certificates.
- i) Turnover during the last 3 years.
- j) Bid Form (Section 3)
- k) List of principal deliveries effected during the last 3 years (Section 4) including supply order and certificate of successful delivery from the employer.
- l) Declaration (Clause 4.3, Section 2).
- m) Bidder's Technical Offer in response to specifications (Section 8).
- n) Literature / samples (Section 4).

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.

Note to Clause 16.4 above.

- 1. Bidders will be requested to clarify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.*
- 2. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Bidders must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Bidders are NOT required NOR expected to submit, with their offer, any components of the bid document except those specifically mentioned above.

16.5 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.

16.6 The "Financial Bid " shall contain the following :

- a) Covering letter
- b) The Financial Offer calculated on the basis of DDP (Delivered Duty Paid) with each page signed and stamped with the seal of the Bidder.
- c) Apart from the Financial Offer, Bidders shall not enclose any other documents or statements that influence the price. In such an event the Employer shall summarily disqualify the Bidder and reject the Bid.

17. Extension of Deadline for submission of bids.

17.1 The Employer may at its own discretion, extend the deadline for submission of bids by issuing a notice in accordance with Clause 8.2 of this section.

18. Late Bids.

18.1 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.

19. Alterations and Withdrawal of Bids

19.1 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.

19.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 15 & 16 of this section, and the envelope must also be marked with "alteration" or "withdrawal".

19.3 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 13 of this section.

D. Bid Opening and Evaluation.

20. Opening of Bids.

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

20.2 At the Technical Bid opening, the Bidders' names, the presence and absence of the Non-refundable Court Fee Stamp/Indian Postal Order of specified value, requisite Bid Security, written notification of alterations and withdrawals and such other details as the Employer may consider appropriate shall be announced.

20.3 The shortlisted Bidders who are found to qualify by the Tender Authority will be intimated at a later date, time and venue for opening of their Financial Bid.

20.4 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.

20.5 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 alongwith the Bid Security deposited by them.

21. Secrecy of the Procedure.

21.1 After the opening of the bids, no information about the examination, clarification, evaluation or comparison of bids or decisions about the contract award may be disclosed before the notification of award.

21.2 Information concerning checking, explanation, opinions and comparison of bids and recommendations 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.

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

22. Clarification of Bids.

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

22.2 Such requests and the responses to them must be made by email or fax. They may in no circumstances alter or try to change the price or content of the bid, except to correct arithmetical errors discovered when analysing bids, in accordance with Clause 24 of this section.

23. Bid Evaluation Process.

23.1 The following should be read in conjunction with Clause 20 of this section.

23.2 Part 1: Administrative Compliance.

The compliance of bids with the instructions given in the bid document, and in particular the documentation submitted in respect of Clause 16.4 of this section shall be checked.

23.3 Part 2 : Eligibility and Selection Compliance

Bids which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

- (i) *Eligibility Criteria.*
 - Bid Form of Section 3.
- (ii) *Selection Criteria.*
 - Clause 4 of this Section 2.

23.4 Part 3 : Technical Compliance

At this step of the evaluation process, the Employer will analyse the administratively-compliant bids' technical conformity in relation to the technical specifications (Section 8), and the documentation requested by the Employer as per sub-Clause 16.4 (m) & 16.4 (n) of this section and classifying them technically compliant or non-compliant.

Bidders are to submit free sample of any type of fittings and/or as asked for to ascertain the quality of the fittings. In case it is found that the quality differs from that indicated in the detailed specification, the offer will be summarily rejected.

23.5 Part 4 : Financial Evaluation.

The financial offers for bids which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Employer will check that the financial offers contain no arithmetical errors as outlined in Clause 24 below. The financial evaluation will have to identify the best financial offer

Reductions or alterations to bid prices made by Bidders after submission will not be taken into consideration during the analysis and evaluation of bids.

24. Correction of Arithmetical Errors.

24.1 Admissible bids will be checked for arithmetical 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;

24.2 When analysing the bid, the bid price after adjusting it on the basis of Clause 24.1 above shall be determined.

E. Contract Award

25. Criteria for Award

25.1 Subject to Clause 26, the Contract shall be awarded to the bidder(s) whose bid(s) has been determined to be substantially responsive to the Bid Document and who has offered the lowest evaluated unit price, provided that such bidder(s) has been determined to be qualified to perform the contract satisfactorily. The employer shall be the sole judge in this regard.

26. Right of the Employer to Accept or Reject any Bid.

26.1 Notwithstanding Clause 25, 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.

27. Notification of Award, Contract Clarifications.

27.1 Prior to the expiration of the period of validity of bids, the Employer will notify the successful bidder, in writing.

28. Contract Signing and Performance Security.

28.1 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 Superintending Engineer (PHE), Electrical Circle, Shillong before commencement of the supply. If performance security is furnish in the form of Bank Guarantee, it must be presented in the form specified in Section 7. The Contract Performance Security shall be valid for a minimum period of 18 months from the date of issue of supply order.

28.2 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.

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

28.4 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.

28.5 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.

29. Period of Delivery.

29.1 The delivery of materials shall have to be completed within 90 days from the date of issue of supply orders.

F. 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 Contractor 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 Contractor 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 Contractor are confidential.

Section : 3

Bid Form

Bid Notice No.: SE/PHE/Elect/TB:21/2011-12/349, Dated 17.08.2011

Name of work : Supply of fusion bonded epoxy coated Ductile Iron Fittings and valves etc. for Pressure Pipes for water Supply Schemes.

A. Bid Submitted by.

Name of bidder

B. Contact Person (for this bid)

Name		Surname	
Telephone ()		Fax ()	
Address			
E-mail			

C. Bidder's Undertaking(s).

(To be completed and signed by the bidder).

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 subsequent Clarifications Notes issued by the Employer). We hereby accept the contents thereto in their entirety, 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 of fusion bonded epoxy coated Ductile Iron Fittings and Valves etc. for Pressure Pipes for Water Supply Schemes.

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

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

5. 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.

6. 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.

7. 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 6 of this declaration are not submitted.

8. 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.

9. We will inform the Employer immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts under the Government of Meghalaya.

10. Our bid submission has been made in conformity with the Instructions to Bidders, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

- a) **Proof of purchase of bid document (receipt).**
- b) **Complete Bid Document duly sealed and signed by the Bidder in each page.**
- c) **Non Refundable Court Fee Stamp or Indian Postal Order of specified value.**
- d) **Bid Security in the form of NSC/FDR from any Nationalized Indian Bank.**
- e) **ISI License from B.I.S.**
- f) **ISO 9001 Certification.**
- g) **Upto date Income Tax & GST Clearance Certificates etc..**
- h) **Turnover during the last 3 years.**
- i) **Declaration (Clause 4.3, Section 2).**
- j) **Technical Capacity.**
 - Experience as Contractor
 - List of Principal Deliveries

k) Evaluation Criteria/Technical Specifications.

- Bidder's Technical Offer
- Literature /List of Samples

l) Bid Form and Financial Offer.

11. I acknowledge that the Employer shall request clarifications in respect of incomplete/incorrect information pertinent to the documentation listed in Clause 10 of this Bid Form. We understand that such clarification/s must be submitted within two (2) working days and that failure to comply shall result in our offer not being considered any further.

12. 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 : 4

Bidder's Statements

1. List of Principal Deliveries (DI fittings/valves as applicable)

List of principal deliveries effected during the past 3 years.

Sl. No.	Description of supplies	Total value of supplies	Date of Delivery	Client*/ Contracting Authority*

* In so listing the end clients, I am giving my consent to the Employer, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the supplies provided to them.

Signature : _____
(the person or persons authorized to sign on behalf of the bidder)

Date : _____

2. Literature/List of Samples (DI fittings/valves as applicable)

(i) List of literature to be submitted with the bid :

Item	Description	Reference
1.1	ISO 9001:2008 certificate	Section 8B, Clause 11 & 13 Section 8C, Clause 4 & 5
1.2	Technical literature on items being offered	Section 8B, Clause 13 Section 8C, Clause 5

(ii) Samples to be submitted : 2 Nos. of any type of FBE Coated DI Fittings.

Signature : _____
(the person or persons authorized to sign on behalf of the bidder)

Date : _____

Section : 5

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 contractor 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 **'Contractor'** means the particular firm or company or their designated representative with whom the contract has been made for executing the work.

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 Contractor 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 to be paid by the employer in terms of the agreed terms and conditions.

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 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. Law and language of the contract.

2.1 The Special Conditions shall specify the law governing all matters not covered by the contract.

2.2 The contract and all written communications between the parties will be drafted in the language of the procedure.

3. Communications.

3.1 Communications between the Employer on the one hand, and the Contractor 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 Contractor 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.

3.2 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.

3.3 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

4. Assistance with local regulations.

4.1 The Contractor 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 supplies are to be delivered which may affect the Contractor in the performance of his obligations under the contract. The Employer may provide the assistance requested to the Contractor at the Contractor's cost.

B. Obligations of the Contractor.

5. General Obligations

5.1 The Contractor shall perform the contract with due care and diligence including, where specified, the design, manufacture and delivery to site, of the supplies and carrying out of any other work including the remedying of any defects in the supplies.

5.2 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.

6. Contract Performance Security/Guarantee.

6.1 The contractor 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.

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

6.3 The performance security shall be in the form of National Savings Certificate/FDR/Deposit at Call/Bank Guarantee from any Nationalized Bank of India. If performance security is furnish in the form of Bank Guarantee, it must be presented in the form specified in Section 7. The Contract Performance Security shall be valid for a period of 18 months from the date of supply order.

6.4 The performance security shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the contractor prior to the provision of the security. The security shall continue to remain valid until the contract has been fully and properly performed.

7. Insurance.

7.1 An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in *Clause 6* of the Special Conditions (Section 6).

7.2 Notwithstanding the Contractor's insurance obligations under *Clause 7.1* above, the Contractor shall bear sole liability for, and indemnify the Employer against any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor and his employees.

8. Contractor's drawings.

8.1 The Contractor may be requested to submit to the Engineer-in-Charge for approval:

- a) the drawings, documents, samples and/or models, within the specified time limits;
- b) such drawings as the Engineer-in-Charge may reasonably require for the performance of the contract.

8.2 Approved drawings, documents, samples and/or models shall be signed or otherwise identified by the Engineer-in-Charge. Any of the Contractor's drawings, documents, samples or models which the Engineer-in-Charge fails to approve shall immediately be modified to meet the requirements of the Engineer-in-Charge and resubmitted by the Contractor for approval.

8.3 The Contractor shall supply additional copies of approved drawings as directed in subsequent administrative orders.

8.4 The approval of the drawings, documents, samples or models by the Engineer-in-Charge shall not relieve the Contractor from any of his obligations under the contract.

8.5 The Engineer-in-Charge shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.

8.6 Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Engineer-in-Charge to operate, maintain, adjust and repair all parts of the supplies. The manuals and drawings shall be in the language of the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Employer.

9. Sufficiency of bid prices.

9.1 Subject to any provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of the bid and to have taken account of all that is required for the full and proper performance of the contract and to have include in his rates and prices all costs related to the supplies, in particular:

- a) the costs of transport;
- b) the costs of handling, packing, loading, unloading, transit, delivery unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Employer unless otherwise provided in the Special Conditions;
- c) the cost of documents relating to the supplies where such documents are required by the Employer;
- d) supervision of on-site assembly of the delivered supplies;
- e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
- f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;
- g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract;
- h) training of the Employer's personnel, at the Contractor' factory and/or elsewhere as specified in the contract.

10. Patents and licenses.

10.1 Save where otherwise provided in the Special Conditions, the Contractor 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.

11. Commencement order.

11.1 The Employer shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Engineer-in-Charge.

12. Period of execution of tasks.

12.1 The period of execution of tasks shall commence on the date fixed in accordance with *Clause 11* above and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under *Clause 13* hereunder.

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

13. Extension of period of execution.

13.1 The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:

- a) extra or additional supplies ordered by the Employer;
- b) physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor;
- c) administrative orders affecting the date of completion other than those arising from the Contractor's default;
- d) failure of the Employer to fulfill its obligations under the contract;
- e) any suspension of the delivery of the supplies which is not due to the Contractor's default;
- f) force majeure;
- g) any other causes referred to in these General Conditions which are not due to the Contractor's default.

13.2 Within 15 days of realizing that a delay might occur, the Contractor shall notify the Engineer-in-Charge of his intention to make a request for extension of the period of performance to which he considers himself entitled and, save where otherwise agreed between the Contractor and the Engineer-in-Charge, provide the Engineer-in-Charge with comprehensive details so that the request can be examined.

13.3 Within 30 days the Engineer-in-Charge shall, by written notice to the Contractor after due consultation with the Employer and, where appropriate, the Contractor, shall grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

14. Delays in execution.

14.1 If the Contractor 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.

14.2 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 14.1 above shall be calculated on the basis of the total contract value.

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

- seize the performance guarantee;
- terminate the contract, in which case the Contractor 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 Contractor shall not be paid for this part of the contract. The Contractor shall also be liable for the additional costs and damages caused by his failure.

15. Variations.

15.1 The Employer reserves the right, to vary the quantities. The unit prices used in the bid shall be applicable to the quantities procured under the variation.

15.2 The Engineer-in-Charge shall have the power to order any variation, with the prior approval of the Employer, to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Employer, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of execution of the

supplies. No order for a variation may result in the invalidation of the contract, but the financial effect of any such variation shall be valued in accordance with *Clause 15.3* below.

15.3 The prices for all variations ordered by the Engineer-in-Charge shall be ascertained in accordance with the following principles:

- where the task is of similar character and executed under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and prices contained therein;
- where the task is not of similar character or is not executed under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable, failing which a fair valuation shall be made by the Engineer-in-Charge;
- if the nature or amount of any variation relative to the nature or amount of the whole of the contract or to any part thereof is such that, in the opinion of the Engineer-in-Charge, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Engineer-in-Charge shall fix such rate or price as he thinks reasonable and proper in the circumstances;
- where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.

15.4 On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by that order in so doing as if such variation were stated in the contract. The supplies shall not be delayed pending the granting of any extension of time for completion or adjustment to the contract price.

16. Suspension.

16.1 The Engineer-in-Charge may, at any time, instruct the Contractor to suspend:

- a) the manufacture of the supplies; or
- b) the delivery of supplies 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.

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

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

16.4 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 Contractor, 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.

16.5 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.

17. Quality of supplies.

17.1 The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which must be held at the disposal of the Employer or the Engineer-in-Charge for the purposes of identification throughout the period of performance.

17.2 Any preliminary technical acceptance stipulated in the Special Conditions (Section 6) should be the subject of a request sent by the Contractor to the Engineer-in-Charge. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Engineer-in-Charge as meeting the requirements for such acceptance prior to their incorporation in the supplies.

17.3 Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Engineer-in-Charge.

18. Inspection and testing.

18.1 The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Engineer-in-Charge to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.

18.2 The Engineer-in-Charge shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance.

18.3 For the purposes of such tests and inspections, the Contractor shall:

- a) provide the Engineer-in-Charge, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
- b) agree, with the Engineer-in-Charge, the time and place for tests;
- c) give the Engineer-in-Charge access at all reasonable times to the place where the tests are to be carried out.

18.4 If the Engineer-in-Charge is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Engineer-in-Charge, proceed with the tests. The Contractor shall immediately send duly certified copies of the test results to the Engineer-in-Charge, who shall, if he has not attended the test, be bound by the test results.

18.5 When components and materials have passed the above-mentioned tests, the Engineer-in-Charge shall notify the Contractor or endorse the Contractor's certificate to that effect.

18.6 In the performance of their duties, the Engineer-In-charge and any person authorized by him shall not disclose to unauthorized persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

E. Payments.

19. General principles.

19.1 Payments shall be made in Rupees.

19.2 Payment shall be made by the consignee only after receipt of materials in full and good condition as per specification. No payment shall be made against dispatch documents. Relevant taxes shall be deducted from the bill as per applicable rate. Another 8% of the bill value will be deducted and retained by the consignee from the bill of the contractor and this amount will be released after 3 months from date of completion of supply.

19.3 Income Tax shall be deducted at source as directed by the Income Tax Department.

F. Acceptance and Maintenance.

20. Delivery.

20.1 The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their provisional acceptance.

20.2 The Contractor shall provide such packaging of supplies 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 supplies, and the possible absence of heavy handling facilities at all points in transit.

20.3 The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions (Section 6), subject to any variations subsequently ordered by the Engineer-In-charge.

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

20.5 Each package shall be clearly marked in accordance with the Special Conditions (Section 6).

20.6 Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies 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 6), have been submitted to the Employer.

21. Verification operations.

21.1 The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

21.2 The Engineer-In-charge shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:

- a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Engineer-In-charge, are not in accordance with the contract;
- b) their replacement with proper and suitable supplies;
- c) that goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfill the requirements of the contract.

21.3 The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Employer shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted from any monies due or which may become due to the Contractor.

21.4 Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Engineer-In-charge so requires, within a specified period, failing which they shall be removed at the expense and risk of the Contractor.

21.5 The provisions of this *Clause 21* shall not affect the right of the Employer to claim under *Clause 14* of this section, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

22. Provisional acceptance.

22.1 The supplies 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, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

23. Warranty obligations.

23.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship.

23.2 The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:

- a) results from the use of defective materials, faulty workmanship or design of the Contractor; or
- b) results from any act or omission of the Contractor during the warranty period; or
- c) appears in the course of an inspection made by, or on behalf of, the Employer.

23.3 The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the Engineer-In-charge. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.

23.4 If any such defect appears or such damage occurs during the warranty period, the Employer or the Engineer-In-charge shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Employer may:

- a) remedy the defect or the damage itself, or employ someone else to carry out the work at the Contractor's risk and cost, in which case the costs incurred by the Employer shall be deducted from monies due to or guarantees held against the Contractor or from both; or
- b) terminate the contract.

23.5 In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Employer or the Engineer-In-charge may have the work carried out at the expense of the Contractor. The Employer or the Engineer-In-Charge shall as soon as practicable inform the Contractor of the action taken.

23.6 If the duration of the warranty period is not specified, it shall be 2 years. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with *Clause 23.3* above.

24. Final Acceptance.

24.1 Upon expiry of the warranty period or, where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Engineer-in-Charge shall issue the Contractor a final acceptance certificate, stating the date on which the Contractor completed his obligations under the contract satisfactorily. The final acceptance certificate shall be issued by the Engineer-in-Charge within 30 days of the expiry of the warranty period or as soon as any repairs ordered under *Clause 23* above have been completed to the satisfaction of the Engineer-in-Charge.

24.2 The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Engineer-in-Charge.

24.3 Notwithstanding the issue of the final acceptance certificate, the Contractor shall remain liable for the fulfillment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

G. Breach of Contract and Termination.

25. Breach of contract.

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

25.2 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.

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

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

The amount and procedures for these damages shall be laid down in the Special Conditions (Section 5).

25.4 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 Contractor, from the deposit, or by payment under the guarantee.

26. Termination by the Employer.

26.1 The Employer may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases :

- a) the Contractor fails to effect delivery in whole or in part, within one month from the expiration of the period stipulated in the contract without the previous permission of the Employer.
- b) the Contractor fails to comply within a reasonable time with a notice given by 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 Contractor refuses or neglects to carry out administrative orders given by the Engineer-in-Charge;
- d) the Contractor assigns the contract or subcontracts without the authorization of the Employer;
- e) the Contractor 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 Contractor has been convicted of an offence concerning professional conduct;
- g) the Contractor has been guilty of grave professional misconduct proven by any means which the Employer can justify;
- h) the Contractor 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 Contractor, 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 Contractor, unless such modification is recorded in an addendum to the contract;
- k) any other legal disability hindering performance of the contract occurs;
- l) the Contractor 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.

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

26.3 The Engineer-in-Charge shall, upon the issue of the notice of termination of the contract, instruct the Contractor 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.

26.4 In the event of termination, the Engineer-in-Charge shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies 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 Contractor and of monies owed by the Contractor to the Employer as at the date of termination of the contract.

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

26.6 If the Employer terminates the contract, it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions set out in *Clause 1* of the Special Conditions (Section 6).

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

27. Force majeure.

27.1 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 the earlier.

27.2 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.

27.3 Notwithstanding the provisions of *Clause 14* and *26* of this section, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

27.4 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 Contractor shall continue to perform his 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 him from performing. The Contractor shall not employ such alternative means unless directed to do so by the Engineer-in-Charge.

27.5 If the Contractor incurs additional costs in complying with the Engineer-in-Charge's directions or using alternative means under *Clause 27.4* above, the amount thereof shall be certified by the Engineer-in-Charge.

27.6 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 Contractor 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.

28. Death.

28.1 Where the Contractor 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.

28.2 Where the Contractor 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.

28.3 In the cases provided for in *Clause 28.1* and *28.2* above, persons offering to continue to perform the contract shall notify the Employer thereof within 15 days of the date of decease.

28.4 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in *Clause 6* of this section.

H. Dispute Settlement.

29. Amicable dispute settlement.

29.1 The Parties i.e. the Engineer-In-Charge and the contractor shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within 30 days of such a request or the matter may be referred to and settled by the Chief Engineer, PHED, who, within a period of 30 days after being requested by either party to do so, shall give written notice of his decision to the Engineer-In-Charge and the contractor.

29.2 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 by the Contractor who shall proceed with the works with all due diligence.

Section : 6

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.

1.2 The language used shall be English.

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 An insurance policy is required to cover the carriage of supplies up to the point of delivery.

7. Commencement Order.

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

8. Period of Execution.

8.1 Delivery to store shall be affected within 90 days from placement of an order.

9. Methods of Payment.

9.1 As per *Clause 19* of General Conditions of contract.

10. Delivery.

10.1 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.

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

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

11. Provisional Acceptance.

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

12. Warranty.

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

13. Breach of Contract.

13.1 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 contractor, 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.

14. Dispute Settlement.

14.1 As per *Clause 29* of General Conditions of contract.

Section : 7

Specimen Performance Guarantee

(Letter Head of the Registered Financial Institution providing the Guarantee)

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

[Date]

Dear Madam,

Our Guarantee Number..... for ₹

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the **Public Health Engineering Department, Govt. of Meghalaya** and **[Name and Address of Contractor]** hereinafter referred to as "the Contractor" as per the latter's bid and your acceptance vide Letter of Award/Acceptance No. Dated whereby the contractor undertook the **[name of work]** as mentioned, enumerated or referred to in the Specification and forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of ₹ **[amount in words and numbers]** in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the bid documents.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the **[expiry date]** and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

[Signatory on behalf of Guarantor]

Section : 8

Technical Specifications

Note : Where in this bid document a standard is quoted, it is to be understood that equivalent standards will be accepted. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Employer. All other materials not mentioned in this specification but required under this contract, shall conform to relevant IS specifications.

A. Specifications and Conditions for the Supply of fusion bonded epoxy coated Ductile Iron Fittings and Valves, etc..

1. Scope.

1.1 The object of this bid is the Supply of fusion bonded epoxy coated Ductile Iron Fittings and Valves etc. for Pressure Pipes for water supply schemes on a period contract basis, as per following conditions and specifications. The contract is inclusive of delivery to F.O.R. destination Meghalaya and unloading at the site.

2. Duration.

2.1 The contract shall run for a period of twelve (12) calendar months from the issue of the Letter of Acceptance. However, the validity of the contract may be extended for a further period as necessary.

3. Unit Price - DDP Basis.

3.1 The unit price for each item shall be quoted on a DDP (Delivered Duty Paid) basis in column B of the Schedule. This unit price is to be the price of the items governed by this contract and shall be independent from quantity.

4. Adjudication.

4.1 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.

5. Total Orders and/or Partial Orders.

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

6. Exclusivity.

6.1 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.

7. Delivery Report.

7.1 The Employer reserves the right not to consider offers quoting a delivery period in excess of 90 (ninety) days from the date of order upto the date of delivery at site.

B. Technical Specifications for Ductile Iron Fittings conforming to IS 9523/2000

1. The fittings shall be ISI marked, complying with the version of IS 9523/2000 and latest edition of relevant IS specification and shall have socket ends with flexible push in joints or flanges drilled to PN 16.

2. Fittings shall be coated externally and internally with Blue Epoxy Coating and without cement mortar lining. The Blue Epoxy Coating shall be hot applied. Epoxy coating of Ductile Iron Fittings & Accessories shall be as per BS EN 14901:2006. Except on designated zones, the localized minimum thickness of coating shall be greater than 200 μm and the minimum average thickness of coating shall be equal to or greater than 250 μm . For designated zones like joint areas, bolt holes, permitted markings, ribs & edges, the localized minimum coating thickness of 150 μm is permissible.

3. Casting are required to withstand pressure higher than those specified in IS 9523:2000. All D.I. fittings shall therefore, be of suitable thickness to withstand maximum hydrostatic test pressure rating as applicable to K-9 class of D.I. Pipes or higher.

4. The socket and gasket design shall be of the push-in type and the rubber gasket is to be the standard TYTON gasket. The socket and gasket design shall be such that two types of gaskets can be used, i.e. the standard non-restraining gasket as well as a restraining gasket that offers anchoring against end thrust. The restraining gasket shall be such as to be a direct replacement of the non-restraining gasket without any further modifications to the standard gasket. The restraining gasket shall have a minimum allowable deflection of 3° and have a nominal working pressure of 16 Bar for pipes and fittings of nominal size up to 150mm, and 10 Bar for nominal sizes up to 300mm.

5. The gasket shall have the following markings clearly embossed:

- The nominal size of the gasket in mm
- The word 'TYTON'

The fitting manufacturer's name or logo is also to be marked on the fittings.

Where the standards specify cast-on or cold stamped markings, cast-on markings are to be used.

6. The fittings are to be supplied complete with all the necessary gaskets for socket fittings. These gaskets shall be of the non-restraining type. Fittings are to be supplied with gasket already inserted in socket. No lubricant is to be used to insert the gasket in the socket housing. The socket housing the gasket shall be free of any lubricant grease or similar material.

7. Spigot ends of fittings are to have circumferential insertion marks painted on. These marks are to be visible from all around the spigot.

8. Tapers are to have concentric ends.

9. Items that do not form part of the range of fittings and sizes covered by IS 9523/2000 shall be supplied in accordance with IS 9523/2000 as far as practically applicable.

10. Bidders are to submit 2 nos. free samples of any type of fittings and/or as asked for to ascertain the quality of the fittings. In case it is found that the quality differs from that indicated in the detailed specification, the offer will be summarily rejected.

11. Only manufacturers who have in operation at their manufacturing facilities a quality assurance system in accordance with ISO 9001:2008, with certification for both design and manufacture functions, will be considered. For this reason manufacturers are to submit certifications to this regard, from accredited inspectors.

12. The Employer reserves the right at all reasonable times before and during the manufacture of the goods to appoint a representative and/or an accredited inspectorate Body to inspect, examine and test on the manufacturer's premises the quality assurance system of the factory, the purchasing system of the factory, the raw materials, workmanship and characteristics of all goods to be supplied under the contract. Such inspections, examinations or testing shall not release the successful bidder from any obligation under the contract. The bidder is therefore to indicate date and locations as to when and where such inspections can be carried out once the Employer opts to carry out such checking. The manufacturer will be expected to assist the inspector/s during such inspections.

No material is to be transported prior to a successful inspection certified as such in writing by the Employer, unless the Employer waives this requirement in writing.

If, during any such inspection, the Employer or its representative finds that the goods and the workmanship are not according to these specifications, all expenses incurred in connection with such inspection will be deducted from the performance security associated with this contract.

13. The following documentation is to be submitted with the technical offer:

1. ISO 9001:2008 certificate as per Clause 11 above.
2. Technical literature on items being offered.

C. Technical Specification for Valves.

1 Butterfly Valves.

1.1 The butterfly valves shall be suitable for tight shut-off and control in water works. The valves shall be ideally suited for isolating as well as throttling services.

1.2 Construction.

1.2.1 Body : The body of the valves shall be of double flanged long body pattern designed to withstand specified water pressure.

1.2.2 Disc : The disc shall be duo-eccentricity mounted streamlined disc to ensure complete shut-off of valve.

1.2.3 Body seat ring : The body seat ring shall be accurately machined to close tolerances to match with body.

- 1.2.4 Clamping ring : The clamping ring shall be designed to ensure controlled and uniform seat compression and facilitates easy replacement of seal.
- 1.2.5 Journal bearing : The valves shall have low frictional journal bearings for supporting shaft outside fluid flow. Seal ring shall be provided for protection of bearing area.
- 1.2.6 Flanges : The flanges shall be drilled to BSEN-1092 2 depending upon rating or drilled to DIN/ANSI/IS.

1.3 Features.

- 1.3.1 The valves shall be rigid and sturdy in design with minimum loss of head across the valve.
- 1.3.2 The valves shall be compact, light weight with low operating torques thereby resulting into economical actuator sizing.
- 1.3.3 They shall be designed in such a manner so as to reduce wear and tear and maintenance shall be negligible.
- 1.3.4 They shall be gas light shut-off.

1.4 Accessories: The butterfly valve shall have among others, the following main accessories:

- Position indicator
- Motorized actuator.

1.5 Testing.

- 1.5.1 Each valve shall be subjected to withstand maximum hydrostatic tests pressure rating as specifically specified in Section 9. The valve shall show no sign of leakage under these tests.

1.6 Marking.

- 1.6.1 Each valve shall be marked with the ISI certification mark.

2. Sluice Valves :

- 2.1 Sluice valves shall be used for water supply upto 45°C and having turbidity upto 5000 ppm, with double flange and cap or handwheel for operation.

2.2 Features.

- 2.2.1 The design features shall be of reputed brand.
- 2.2.2 The design shall be rigid and sturdy with minimum loss of head across the valve.
- 2.2.3 The valves shall have perfect interchangeability of components.
- 2.2.4 They shall have assured parallelism between side flanges and assured equal taper on both sides of the wedge.
- 2.2.5 There shall be perfect machining and pressing of body and wedge face rings.
- 2.2.6 There shall be excellent finish on spindle threads which shall result in low friction and smoother operation of valves.
- 2.2.7 They shall have long service life and leaktightness even after prolong open/close cycles.

2.3 Construction :

- 2.3.1 Bodies, Bonnets and Thrust Plates : Bodies, bonnets and thrust plates shall be so designed as to withstand the test pressures. The bodies of the valves shall be fitted with seat rings securely fixed in machined recesses.
- 2.3.2 Flanges : Unless otherwise specified, the flanges and their dimensions of drilling shall be in accordance with Parts IV and VI or Part V of IS: 1538 (Parts I to XXII) – 1976. The flange in particular shall have assured parallelism between side of flanges.
- 2.3.3 Wedge : The valves shall be fitted with double faced cast iron wedge made in one piece and having two machined facing rings securely fixed into machined recesses in the wedge.

- 2.3.4 Guides and Lugs : The Guides and the lugs shall be provided to guide the wedge through its full travel.
- 2.3.5 Facing or Seat Rings : Edges of rings shall not be sharp. The Brinnel hardness of the body seat ring and wedge facing ring shall differ at least by 50 in the case of stainless steel.
- 2.3.6 Stems and Wedge nuts : Stems shall have a machine-cut, single-start trapezoidal threads of such length that the wedges can be raised to a position so as to ensure a full flow passage through the valve. ISO metric trapezoidal threads shall conform to IS: 7008 (Part III) – 1973 and IS: 7008 (Part IV) – 1973.
- 2.3.7 Handwheel : Handwheel may be of cast finish.
- 2.3.8 Bolts and Nuts : Bolts and nuts shall conform to IS: 1363-1967.
- 2.4 **Accessories** : The sluice valves shall have among others, the following main accessories.
- Position indicator.
 - Electrical actuator.
- 2.5 Each valve shall be subjected to withstand maximum hydrostatic tests pressure rating as specifically specified in Section 8. The valve shall show no sign of leakage under these tests.
- 2.6 Marking : Each valve shall be marked with the ISI certification mark.

3. Air Valves

3.1 Double ball air valves shall be of the kinetic, double orifice type able to release air in small quantities under pressure and in large quantities during filling. They have to allow for large inflow of air during emptying. The type and locations shall be fixed according to the detailed design and after approval by the Engineer in charge. The valves shall have an integrated sluice valve. The possible air velocity (inflow and outflow) must be at least 20 m/s.

3.2 Each valve shall be subjected to withstand maximum hydrostatic tests pressure rating as specifically specified in Section 8. The valve shall show no sign of leakage under these tests.

4. Only manufacturers who have in operation at their manufacturing facilities a quality assurance system in accordance with ISO 9001:2008, with certification for both design and manufacture functions, will be considered. For this reason manufacturers are to submit certifications to this regard, from accredited inspectors.

5. The following documentation is to be submitted with the technical offer:

1. ISO 9001:2008 certificate as per Clause 4 above.
2. Technical literature on items being offered.

D. Drawings.

1. All drawings in this Bid Document are purely indicative.

2. The thickness 'e' as shown in the Dimension Chart of drawings are purely indicative. The tenderer shall consider the thickness of the fittings according to the necessity as per pressure rating indicated against each item in Section 9 of the Bid Document.

Section : 9

Bid for Supply of fusion bonded epoxy coated Ductile Iron Fittings and Valves etc. for Pressure Pipes for water supply schemes.

Financial Offer : Breakdown of Costs

Supply of fusion bonded epoxy coated Ductile Iron Fittings and valves etc. for Pressure Pipes for different water supply schemes sanctioned under State Plan.

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
1.	Ductile Iron Flanged Socket Tail Piece	1000mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		900mm			
		750mm			
		450mm			
		400mm			
		350mm			
		300mm			
		250mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron Flanged Socket Tail Piece	200mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		150mm			
		100mm			
		80mm			
2.	Ductile Iron Flanged Spigot Tail Piece	1000mm			
		900mm			
		750mm			
		450mm			
		400mm			
		350mm			
		300mm			
		250mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron Flanged Spigot Tail Piece	200mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		150mm			
		100mm			
		80mm			
3.	Ductile Iron All Flange Reducing Tee	1000mm x 400mm			
		900mm x 150mm			
		750mm x 600mm			
		750mm x 100mm			
		450mmx400mm			
		450mm x 300mm			
		450mm x 80mm			
		400mm x 250mm			
		400mm x 200mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron All Flange Reducing Tee	400mmx100mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		400mm x 80mm			
		350mmx300mm			
		350mmx200mm			
		350mmx150mm			
		350mmx100mm			
		350mm x 80mm			
		300mm x 250mm			
		300mm x 200mm			
		300mm x 150mm			
		300mmx100mm			
		300mm x80mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron All Flange Reducing Tee	250mmx200mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		250mmx150mm			
		250mmx100mm			
		250mmx 80 mm			
		200mmx150mm			
		200mmx100mm			
		200mmx 80 mm			
		150mmx100mm			
		150mm x 80mm			
		100mmx 80 mm			
4.	Ductile Iron D/S Bend	900mm 22½°			
		450mm 45°			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron D/S Bend	450mm 22½°	Suitable for pressure pipes conforming to I.S. 9523/2000		
		450mm 11¼°			
		400mm 22½°			
		400mm 11¼°			
		350mm 45°			
		350mm 22½°			
		350mm 11¼°			
		300mm 90°			
		300mm 45°			
		300mm 22½°			
		300mm 11¼°			
		250mm 90°			
		250mm 45°			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron D/S Bend	250mm 22½°	Suitable for pressure pipes conforming to I.S. 9523/2000		
		250mm 11¼°			
		200mm 90°			
		200mm 45°			
		200mm 22½°			
		200mm 11¼°			
		150mm 90°			
		150mm 45°			
		150mm 22½°			
		150mm 11¼°			
		100mm 90°			
		100mm 45°			
		100mm 22½°			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron D/S Bend	100mm 11¼°	Suitable for pressure pipes conforming to I.S. 9523/2000		
		80mm 90°			
		80mm 45°			
		80mm 22½°			
		80mm 11¼°			
5.	Ductile Iron D/F Bend	900mm 22½°			
		900mm 11¼°			
		750mm 45°			
		750mm 22½°			
		750mm 11¼°			
		450mm 90°			
		450mm 45°			
		400mm 90°			
		400mm 45°			
		350mm 90°			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron D/F Bend	350mm 45°	Suitable for pressure pipes conforming to I.S. 9523/2000		
		300mm 90°			
		300mm 45°			
		250mm 90°			
		250mm 45°			
		200mm 90°			
		200mm 45°			
		150mm 90°			
		150mm 45°			
		150mm 22½°			
		150mm 11¼°			
		100mm 90°			
		100mm 45°			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron D/F Bend	100mm 22½°	Suitable for pressure pipes conforming to I.S. 9523/2000		
		100mm 11¼°			
		80mm 90°			
		80mm 45°			
6.	Ductile Iron D/F Reducer	750mmx600mm			
		450mmx400mm			
		400mmx350mm			
		350mmx300mm			
		300mmx250mm			
		250mmx200mm			
		250mmx150mm			
		200mmx150mm			
		200mmx100mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron D/F Reducer	150mmx100mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		150mmx 80 mm			
		100mmx 80 mm			
7.	Ductile Iron all Flange Equal Tee	350mmx350mm			
		300mmx300mm			
		250mmx250mm			
		200mmx200mm			
		150mmx150mm			
		100mmx100mm			
		80mmx80mm			
8.	Ductile Iron Mechanical Joint Collar Coupling	1000mm			
		900mm			
		750mm			
		450mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron Mechanical Joint Collar Coupling	400mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		350mm			
		300mm			
		250mm			
		200mm			
		150mm			
		100mm			
		80mm			
9.	D.I. Double Air Valve Class-150	150mm			
		100mm			
		80mm			
10.	D.I. D/F Sluice Valve Class-150	1000mm			
		900mm			
		750mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	D.I. D/F Sluice Valve class 150	600mm			
		500mm			
		450mm			
		400mm			
		350mm			
		300mm			
		250mm			
		200mm			
		150mm			
		100mm			
		80mm			
11.	D.I. D/F Non Return Valve	350mm	Hydrostatic site test pressure and hydraulic working pressure equal to that of K-9 pipes		
		300mm			
		250mm			
		200mm			
		150mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	D.I. D/F Non Return Valve	100mm			
12.	D.I. Dismantling Joint	1000mm	Hydrostatic site test pressure and hydraulic working pressure equal to that of K-9 pipes		
		900mm			
		750mm			
		600mm			
		500mm			
		450mm			
		400mm			
		350mm			
		300mm			
		250mm			
		200mm			
		150mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	D.I. Dismantling Joint	100mm	Hydrostatic site test pressure and hydraulic working pressure equal to that of K-9 pipes		
		80mm			
13.	D.I. Sluice Valve with Motorized Actuator and point indicator	1000mm			
		900mm			
		750mm			
14.	D.I Double Flange Tee	350mmx250mm			
15.	D.I Blank Flange	150mm			
		100mm			
16.	Tyton Ring	150mm			
		100mm			
17.	Nut and Bolt	16mm			
18.	C.I Double Flange Sluice Valve	350mm			
		400mm			
		300mm			
		200mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	C.I Double Flange Sluice Valve	250mm			
		150mm			
		100mm			
19.	Rubber Gasket (SBR quality)	450mm			
		350mm			
		300mm			
		250mm			
		200mm			
		150mm			
		100mm			
20.	D.I Double Socket Reducer	450mm X 350mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		400mm X 300 mm			
		400mm X 250mm			
		350 mm x 300mm			
		350mm X 250mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	D.I Double Socket Reducer	300mm x 250mm	Suitable for pressure pipes conforming to I.S. 9523/2000		
		300mm x 150mm			
		250mm x 200mm			
		250mm x 150mm			
		200mm x 150mm			
		200mm x 100mm			
		150mm x 100mm			
		150mm x 80mm			
		100mm x 80mm			
21.	All Socket Tee	250 mm x 200 mm			
		200 mm x 150 mm			
		150 mm x 150 mm			
		150 mm x 100 mm			
		100 mm x 100 mm			
		100 mm x 80 mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	All Socket Tee	80 mm x 80 mm	Suitable for pressure pipe conforming to I.S-9523/2000		
22.	D.I Blank flange	750mm			
		450 mm			
		400 mm			
		350 mm			
		300 mm			
		250 mm			
		200 mm			
		150 mm			
		100 mm			
		80 mm			
23.	D.I Mechanical joint flange socket tail piece including nuts, bolts, SBR tyton ring and all other jointing materials	250 mm			
		150 mm			
		100 mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
24.	C.I double air valve flange end including nuts, bolts, rubber washer, one blank flange material (Class 150)	65 mm			
		80 mm			
		100 mm			
25.	D.I Mechanical Joint Bend including nuts, bolts, SBR tyton ring and all other jointing materials	450 x 45° mm	Suitable for pressure pipe conforming to I.S-9523/2000		
		450 x 22 ½° mm			
		450 x 11 ¼° mm			
		350 x 45° mm			
		350 x 22 ½° mm			
		350 x 11 ¼° mm			
		300 x 45° mm			
		300 x 22 ½° mm			
		300 x 11 ¼° mm			
		250 x 45° mm			
		250 x 22 ½° mm			
		250 x 11 ¼° mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	D.I Mechanical Joint Bend including nuts, bolts, SBR tyton ring and all other jointing materials	200 x 45° mm	Suitable for pressure pipe conforming to I.S-9523/2000		
		200 x 22 ½° mm			
		200 x 11 ¼° mm			
		150 x 45° mm			
		150 x 22½° mm			
		150 x 11¼° mm			
		100 x 45° mm			
		100 x 22½° mm			
		100 x 11¼° mm			
26.	D.I. Double air Sluice Valve Flange End- (Class-150)	150mm			
		100mm			
		80mm			
27.	Ductile Iron (S.G.) Double Flange Metal Seated Sluice Valve as per I.S. 14846/2000 with Cap and Flange. (Class 150)	80mm			
		100mm			
		150mm			

Sl. No.	Description	Size Dia.	Test pressure Kg/cm ²	Unit Cost including GST & Other Charges (Delivered Duty Paid-DDP)	
				₹ in figures	₹ in words
	Ductile Iron (S.G.) Double Flange Metal Seated Sluice Valve as per I.S. 14846/2000 with Cap and Flange. (Class 150)	200mm			
		250mm			
		300mm			
		350mm			
		400mm			
		450mm			
		750mm			

Date :

Signature :

Place :

Printed Name :

Designation :

Common Seal :