

GOVERNMENT OF MANIPUR
PUBLIC HEALTH ENGINEERING DEPARTMENT

No.: CE/PHE/3-94/NDB/2019/4054

Imphal, 4th February, 2020

MINUTES OF THE PRE-BID MEETING FOR MANIPUR WATER SUPPLY PROJECT UNDER NDB HELD
ON 10-01-2020 IN THE OFFICE CHAMBER OF CHIEF ENGINEER, PHED, MANIPUR
(This is issued as per Sectt.-PHE letter No. 8/23/2019-PHE dated 4th Feb, 2020)

Ref.: NIT No. CE/PHE/3-94/NDB(G)/P-IV/2019/2743, dated: 26/12/2019

The pre-bid meeting chaired by Commissioner PHE along with Chief Engineer, PHED and assisted by Superintending Engineer, Urban Circle and Executive Engineer, WSM-II, PHED, Manipur was participated by the following firms listed below for Manipur Water Supply Project IWS-PIV(G): -

1. **Rashmi Metaliks Limited, Kolkata-700017**
2. **Electrosteel Steels Limited, Jharkhand-834008**
3. **Electrosteel Castings Limited, Kolkata-700017**
4. **Jindal Saw Limited, New Delhi-110066**

Also, the following firms have submitted query through e-mail:-

1. **Electrotherm (India) Ltd, Ahmedabad-382115**
2. **Jai Balaji Industries Ltd, Kolkata-700001**

Key observations and clarification thereof; -

| Sr. No. | Reference | Description as Per Tender/ IFB | Queries / Clarification of the bidder | Remarks of PHED |
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| 1 | Section No. 1 Page No. 4 Para No. / Clause No. j | The original copies Of the Bid security and Tender Fees be submitted in seal cover to the Office of the Chief Engineer, PHED, Government of Manipur on or before 14.00 hours of 07/02/2020. If the office happens to be closed on the last date of submission of Bid Security & Tender Fee in hard copy as specified, the same will be received on the next working day at the Office mentioned above. In case, Bid security & Tender Fee are not received within the specified time, the Bid shall be considered non responsive and shall not be downloaded/ evaluated. | Since the last date for submission of the Bid is upto 11am of 10.02.2019, We would request you to kindly allow the Original copies of the Bid may please be allowed till 13:00 hrs of before the Bid Opening of 14:00hrs of 10/02/2020. | Amended as:- "The original copies of the Bid security and Tender Fee to be submitted in seal cover to the Office of the Chief Engineer, PHED, Government of Manipur on or before 11.00 hours of 24/02/2020" "Last Date & Time of uploading – 11:00 Hours of 26/02/2020" |

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| 2 | SectionNo.A1 | EMD can be submitted in the form of D-At-Call/Demand Draft/Fixed Deposit Receipts /Bank Guarantee. | Bank Guarantee Format for Bid Security not provided in the Tender Documents. Please provide the Bank Guarantee Format. | Clarified as:- Bank Guarantee Format for Bid Security provided as Annexure-I |
| | Page No. 11 | | | |
| | Para No. / Clause No. 1 | | | |
| 3 | SectionNo.A1 | The Manufacturer should have credential of supply for Minimum value of Rs40.00cr (Forty Crore) only (or) Equivalent amount in USD (as per prevailing exchange rate at the time of submission of the bid) in one year to any PHE Department during the last five year for FY 2014-15 to FY 2018-19. | We would like to know whether the amount of Rs 40cr need to achieve in each of 5(five) Financial Year or any one year within the period. We would also like to request you to kindly modify the Appendix 6 provided to a format of Self Declaration summary of the documents submitted in support of the performance since the Parent department issues certificate in Parent formats. | Clarified as:- The amount of Rs.40 Cr need to achieved in any one of financial year during the last 5(five) years for FY2014-15 to FY 2018-19. Self-declaration as per Annexure-6 to be submitted along with the scan copies of certificates issued by the Departments. |
| | Page No. 11 | | | |
| | Para No. / Clause No. 3 Appendix 6 | | | |
| 4 | Section No. | The Prescribed format for Power of Attorney having a Board Resolution for this particular Tender. | Since we are submitting the Power of Attorney in the format prescribed in Appendix 2 for signing of the documents related to this tender. The tender number can be incorporated in Appendix-2. The Power of the Attorney submitted shall be for this specific tender and the same shall be supported by the General of Power of Attorney holder duly appointed by the Board under Resolution. | Clarified as:- In the appendix-11, the resolution of the firm to participate has to be certified by the board through the authorized signatory. |
| | Page No. 28 | | | |
| | Para No. / Clause No. Appendix II | | | |

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| 5 | Secton No. III | Technical Criteria A.1 Sl.No 3 | The manufacturer should have credential of supply for a minimum value of Rs.40.00 Crore(Rupees forty crore) only or equivalent amount in USD (as per prevailing exchange rate at the time of submission of bid) in one year to any Govt. Departments or any working contractors during the last five financial years from FY 2014-15 to FY 2018-19. This clause may slightly be changed as above. | Amended as:- In Section-III, Technical Criteria Sl.No.3 "any PHE department" shall be read as "any Government department". |
| | Page No. 15 | | | |
| 6 | Section No | Section IV | In Regard to Technical Specification Quote: "Centrifugally Cast (spun) Ductile Iron(D.I) pressure pipes for water, gas and sewerage witch socket and spigot ends conforming to IS;8329/2000 in standard length of 5m, 5.5 m & 6m for classification K9/K7 suitable for push-on joint(Tytone rubber gasket jointing) with cement mortar lining inside the pipes and outside with <u>zinc coating with finish layer of blue epoxy</u> along with supply of EPDM quality of rubber gasket as per IS:5382 for each of the joints admissible for the order quantity and 5% extra and having the following sizes and class and submit the following price break up" Please note that Third Party inspection Agencies, during inspection of pipes, do object about Technical specification of outside coating which is mentioned in page no 25 (Appendix-9- Schedule of Rate) as Zinc coating with finished | Amended as:- In Section IV, Appendix 9, Schedule of Rate, line four "zinc coating with finish layer of blue epoxy" may be read as "zinc coating with finish layer of blue epoxy/ synthetic resin of blue color" |
| | Page No. | 25 | | |
| | Para No/ Clause No | Appendix-9- Schedule of Rate | | |

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| | | | <p>layer of blue epoxy ,whereas in IS:8329 Annex-A, Clause A-8 (Finishing layer) it has been mentioned as " After metallic zinc coating or zinc rich paint coating the pipe shall be given a finishing layer of bituminous paint or synthetic resin compatible with zinc coating."</p> <p>Kindly see if such amendment in Technical Specification can be done in APPENDIX_9</p> | |
| 7 | Section No. | Section-III | <p>NIT specifies that- "The manufacturer should have valid Manufacturer's Registration Certificate, ISO certificate/BIS license for the entire range of DI pipes of diameter 100mm to 1000mm for both the class K-9 & K-7 as per IS:8329: 2000 and valid ISI certification as on date of tender opening."</p> <p>Please note that DGS&D Certificate is no more valid and it has been withdrawn. Under the circumstances, we presume that this Registration Certificate may be applicable if issued by Govt. of India, Department of Industries/ Factory License.</p> | <p>Clarified as:-</p> <ol style="list-style-type: none"> 1.Manufacturer's registration Certificate issued by competent authority of respective countries. 2.ISO certificate issued by the ISO for the other BRICS countries and BIS license with valid ISI certification issued by BIS for Indian Manufacturers. <p><u>Amended as:-</u> Section III, Technical Criteria, Sl.No.2 the clause will be read as "The manufacturer should have valid Manufacturer's Registration Certificate, ISO certificate/BIS license with valid ISI certification for the entire range of DI pipes of diameter 100mm to 1000mm for both the class K-9 & K-7 as per IS:8329: 2000 as on date of tender opening."</p> |
| | Page No. | 11 | | |
| | Para no/ Clause no. | A.1 Technical criteria / Sl. No 2 | | |

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| 8 | Clause Nos. 8 & 9 of Appendix-1, Covering Letter, | <p>Clause No. 8: "I/ We further certify that in regard to matters relating to Proposal and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Personnel."</p> <p>Clause No. 9: "I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees."</p> | <p>As regards Clause no. 9, We would like to mention that while running such a big empire there are chances / possibilities of being charge-sheeted, not only the organization but also any of our personnel, which actually might not be in our knowledge. Under the circumstances we cannot undertake/guarantee/certify the same.</p> <p>As regards Clause no. 9, our submission is the same as above against Clause No. 8. We would not be in a position to undertake that no investigation is pending by a regulatory authority against our Associates or against our CEO or any of our Directors/ Managers/ employees.</p> <p>In view of the above we earnestly request you to kindly remove above two clauses mentioned in Appendix-1 Covering Letter.</p> <p>However, the Clause No.8 may be replaced by retaining the words "Matters relating to the Proposal and integrity of</p> | <p>Amended as:- Clause 8 of Appendix-I, Covering letter may be read as " Clause-8 : I/We further certify that in regard to matters relating to Proposal and Integrity of the country, we have not been convicted by a Court of Law for any offence committed by our company"</p> <p>"Clause 9: Deleted"</p> |
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| | | <p>the country that Organization/Board of Directors should not have been convicted by a court of Law for any Offense committed related to Business" which will definitely serve the purpose for which it is meant, and would be fair to identify while giving such undertaking.</p> <p>By incorporating changes as mentioned above it will allow us and other manufacturers too, to participate and that will result into healthy competition & in terms of benefit to the state exchequers.</p> | |
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Chief Engineer
PHED, Govt. of Manipur

Format for Submitting Bank Guarantee as Earnest Money

(For Goods)

TENDER NO.

Date:

(To be submitted in Rs. 50/- Non-Judicial Stamp Paper to be purchased in the name of the issuing bank)

To,

The Executive Engineer,
Water Supply Maintenance-I,
PHED, Manipur
Imphal-795001

WHEREAS (Manufacturer's name) (Hereinafter referred to as "Manufacturer"), a Corporation/ Company/ Firm having its registered office at is required to deposit with you, by way of Earnest Money, Rs..... (EMD amount) in connection with its tender for the work with reference to Notice Inviting Bid (TENDER NO..... dated) as per specification and terms and conditions enclosed therein. WHEREAS the Manufacturer as per "Tender Notice, Sl no. 6 (page 1) BID SECURITY (Earnest Money)" has agreed to establish a Bank Guarantee in Your favour through us valid up to (Date)

We (Bank) hereby agree and undertake to pay you on demand the said amount of Rs..... (EMD amount) without any protest or demur in the event the Manufacturer/Tenderer after submission of his tender, resiles from or withdraws his offer or modifies the terms and conditions thereof in a manner not acceptable to you or expresses his unwillingness to accept the work order and/ or fails to sign the contract within stipulated period for the work under "Notice Inviting Bid (TENDER NO.....dated).

1. Your decision as to whether the Manufacturer/Tenderer has resiled from or has withdrawn his offer or has modified the terms and conditions thereof in a manner not acceptable to you or has expressed his unwillingness to accept the order and/or Letter of Intent issued by you on the Manufacturer/Tenderer for the work Notice Inviting Bid (TENDER NO..... dated) in this regard, shall be final and binding on us and we shall not be entitled to question the same.

2. Notwithstanding anything contained in the foregoing, our liability under this Guarantee shall be restricted Rs..... (EMD amount).

3. This Guarantee shall remain valid (validity for a period of 135 days after the deadline date for bid submission) and in full force and effect up to (Date) and shall expire thereafter unless an intimation is given to the Bank by you earlier in writing discharging us from our obligation under this Guarantee.

4. We shall not revoke this Guarantee during its currency except by your consent in writing.

5. This Guarantee shall not be affected by any change in the constitution of the Manufacturer/Tenderer or yourselves or ourselves but shall ensure to your benefit and be enforceable against our legal successors or assignees by you or your legal successors.

6. Notwithstanding anything contained herein above unless a demand or claim under this Guarantee is made on us in writing within six months from the date of expiry of this Guarantee we shall be discharged from all liabilities under this Guarantee thereafter.

7. We have power to issue this Guarantee under our Memorandum and Articles of Association and the undersigned who is executing this Guarantee has the necessary power to do so under a duly executed Power of Attorney granted to him by the Bank.

Signed and Delivered
For and on behalf of..... Bank
(Banker's Name)
Name of Bank Manager
Address.....

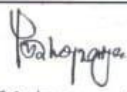

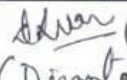
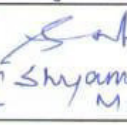
Pre-Bid Meeting : 10/01/2020

**Name of Work : Water Supply Project for Manipur State.
(Procurement of Ductile Iron pipes [Item Rate Contract] for
Integrated Water Supply Project for Imphal Planning Area, Phase-
III), Package: IWS-P-IV (G).**

No.: CE/PHE/3-94/NDB(G)/P-IV/2019/2743 dated 26/12/2019

Place : Office of the Chief Engineer, PHED, GoM.

Time : 11:00 a.m.

| Sl. No. | Name of Company/Firm / Contractor | Signature | Remarks |
|---------|-----------------------------------|--|--|
| 1 | ELECTROSTEEL CASTINGS LTD. |  (S.K. MUKHOPADHYAY) | skmukhopadhyay@electrosteel.com (Mob.No.9903099899) |
| 2 | ELECTROSTEEL STEELS LTD. |  TRIPIP KUMAR SARMA | tripipkumar.sarma@veedbanda.co.in. (8135846572) |
| 3 | JINDAL SAW LTD. |  (9508444027) (Diganta Lakkar) | diganta.lakkar@jindalsaw.com |
| 4 | RASHMI METALLS LIMITED |  (Shyamal Kanti Mahapatra) | gmsales@east@rashmi-group.in 9836955600. |
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