



**GOVERNMENT OF ASSAM
OFFICE OF THE
CHIEF ENGINEER (PHE), WATER, ASSAM
Cum
ADDL. MISSION DIRECTOR, JJM ASSAM
HENGRABARI, GUWAHATI – 36.**

NOTICE / INVITATION FOR EXPRESSION OF INTEREST (EOI)

EOI No. 21 OF 2020-21

EOI DOCUMENT

FOR

**" ADDITIONAL EMPANELMENT OF MANUFACTURERS OF ISI
MARKED HIGH DENSITY POLY ETHYLENE PIPES OF VARIOUS SIZES
TO BE UTILIZED AGAINST DIFFERENT PWSS AT DIFFERENT
LOCATIONS OF ASSAM UNDER JAL JEEVAN MISSION ASSAM UNDER
PHE DEPARTMENT"**

**N. B. : MANUFACTURERS WHO ARE ALREADY TECHNICALLY ACCEPTED AND
EMPANELLED AGAINST EOI NO. 14 OF 2020-21 OF THIS OFFICE THROUGH E-
PROCUREMENT PORTAL www.assamtenders.gov.in VIDE EMPANELMENT NOTICE NO.
PHE – 27/JJM/PB/2020-21/T-20366 DT. 23.11.2020 NEED NOT APPLY.**

SHORT EOI NOTICE:

GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER (PHE), WATER ASSAM
HENGRABARI, GUWAHATI - 781036.

SHORT NOTICE / INVITATION FOR EOI No. 21 of 2019-20
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On behalf of the Governor of Assam, the Chief Engineer (PHE), Water, Assam, Hengrabari, Guwahati-36 invites Expression of Interest against EOI No. 21 of 2020-21 from Manufacturers only, for **"ADDITIONAL EMPANELMENT OF MANUFACTURERS OF ISI MARKED HIGH DENSITY POLY ETHYLENE PIPES OF VARIOUS SIZES TO BE UTILIZED AGAINST DIFFERENT PWSS AT DIFFERENT LOCATIONS OF ASSAM UNDER JAL JEEVAN MISSION ASSAM UNDER PHE DEPARTMENT"**. The detailed EOI Document is available in the web portal www.jjmassam.in and can be viewed from 26.11.2020. EOIs are to be submitted manually in sealed cover in the office of the Chief Engineer PHE Water Assam. There is no end date of bid submission since the EOI is kept open ended. All bids should be submitted manually at the office of the undersigned and as and when received by the Department will be accepted for technical evaluation. *Manufacturers who are already technically accepted and empanelled against EOI No. 14 of 2020-21 vide empanelment notice No. PHE – 27/JJM/PB/2020-21/T-20366 dt. 23.11.2020 need not apply.*

Sd/-
Chief Engineer (PHE), Water, Assam
Cum
Addl. Mission Director, JJM Assam
Hengrabari, Guwahati – 36.

Memo No. PHE -27/JJM/PB/2020-21/T-20588-94

Date : 26.11.2020

Copy to:

1. The Secretary to the Govt. of Assam, PHE Department, Dispur, Guwahati – 06, for favour of kind information.
2. The Mission Director, JJM Assam for favour of kind information.
3. The P.S. to the Hon'ble Minister, PHED, Govt. of Assam, for kind appraisal of the Hon'ble Minister.
4. The Director of Information and Public Relations, Assam, Dispur, Last Gate, Guwahati – 06, for favour of kind information. He is requested to publish the short Notice / Invitation for Bid EOI No. 21OF 2020-21 in one issue of widely published local daily in English, Assamese and Bengali.
5. The Addl. Chief Engineer (PHE), All Zones for information and necessary action.
6. The Superintending Engineer (PHE), All Circles for information and necessary action.
7. The Executive Engineer (PHE), All Divisions for information and necessary action.

Sd/-
Chief Engineer (PHE), Water, Assam
Cum
Addl. Mission Director, JJM Assam
Hengrabari, Guwahati – 36.

TECHNICAL EOI

EXPRESSION OF INTEREST

FOR

**" ADDITIONAL EMPANELMENT OF MANUFACTURERS FOR ISI
MARKED HIGH DENSITY POLY ETHYLENE PIPES OF VARIOUS SIZES
TO BE UTILIZED AGAINST DIFFERENT PWSS AT DIFFERENT
LOCATIONS OF ASSAM UNDER JAL JEEVAN MISSION ASSAM UNDER
PHE DEPARTMENT "**

TECHNICAL EOI SUBMISSION FORM

Ref : EOI No. 21 OF 2020-21

Description of the Works: " ADDITIONAL EMPANELMENT OF MANUFACTURERS FOR ISI MARKED **HIGH DENSITY POLY ETHYLENE (HDPE)** PIPES OF VARIOUS SIZES TO BE UTILIZED AGAINST DIFFERENT PWSS UNDER JAL JEEVAN MISSION ASSAM AT DIFFERENT LOCATIONS OF ASSAM UNDER PHE DEPARTMENT ".

To : The Chief Engineer (PHE), Water, Assam
Hengrabari, Guwahati - 36

Sir,

Having examined the EOI inviting document including addendum thereof (if any), we express our interest to supply the materials described above in accordance with the Conditions of Contract and Specifications accompanying this inviting document.

This EOI and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept any EOI you receive.

We hereby confirm that this EOI complies with the Eligibility, EOI Validity required by the EOI inviting documents.

Yours faithfully,

Manufacturer's Authorized Signature:

Name & Title of Signatory : _____

Name of Manufacturer : _____

Address : _____

1. ITEM & SPECIFICATION

1.1 High Density Poly Ethylene Pipes :

ISI Marked (Own Make) High Density Polyethylene (HDPE) Pipes suitable for drinking water supply conforming to IS: 4984/2016 with up to date amendment, current at the time of delivery with grade PE-80 & PE 100 and pressure rating PN 6, PN 8, PN 10 & PN12 with sizes from DN 63 to DN 300 suitable for fusion jointing.

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

- a) The Manufacturer's name or trade mark.
- b) ISI Marking with No.
- c) The nominal diameter of pipes.
- d) The letters "APHED".
- e) Year of Manufacture
- f) Batch Number
- g) Pressure & Grade
- h) Any important information that the manufacturer deems fit to be inscribed on pipe.

2. Scope of Supply

The High Density Polyethylene (HDPE) Pipes conforming to relevant BIS Code with up to date amendment & current at the time of delivery, are contemplated to be procured by the Assam Public Health Engineering Department through different empanelled contractors from time to time to be utilized against different Piped Water Supply Schemes under Jal Jeevan Mission Assam for distributing drinking water to the people in rural areas. It is to mention here that the Department will only empanel the manufacturers on the basis of their technical qualification for supplying the pipes through willing contractors and no such purchase will be carried out by the Department at its own. Henceforth no rates will be obtained from the intending bidders through this EOI.

3. Security against empanelment

A security against empanelment of Rs 1.00 Lakh is to be submitted by the different technically responsive manufacturers at the time of signing the agreement for empanelment in the form of TDR/FDR or Bank Guarantee from any Scheduled/Nationalized Bank. NSC or KVP of same value may also be submitted as the instrument of the security. The instruments for the performance guarantee should be pledge in the favour of the Chief Engineer (PHE) Water Assam. The validity of such instruments should be for atleast 1 year.

4. FORFEITURE OF SECURITY AGAINST EMPANELMENT:

The security deposited by the empanelled manufacturer shall be forfeited (a) if he fails to execute the supply contract within specified time period/ poor delivery track record, (b) if the manufacturer withdraw the rate contract without prior information to the Department and (c) if the Manufacturer breaches any provisions of code of integrity prescribed for bidders in clause no. 11 of Assam Public Procurement Act, 2017.

5. ELIGIBILITY CRITERIA :

For taking part in the EOI, the Manufacturers must have to fulfill the following eligibility criteria :

- a) The manufacturer (Bidder) must have valid license/certificate issued by Bureau of Indian Standard (BIS) for manufacturing specified sizes of HDPE pipes as mentioned in Clause No. 1.1 of the Item Specification.
- b) The manufacturer (Bidder) must be registered under Company Act or registered as Partnership Firm under Deed of Partnership or registered as Proprietorship Firm as manufacturer.
- c) The average annual turnover of the manufacturer (Bidder) during the last 3 (three) Financial Years i.e. 2016-17, 2017-18 & 2018-19 shall be Rs. 100.00 (One hundred) lakh through dealing of any pipes, pipe fittings only.
- d) The manufacturer (Bidder) must have experience of minimum 3 (three) years of manufacturing and supplying of HDPE/UPVC/PPR/C-PVC etc. pipes, pipe fittings to Govt. Departments /PSU/Institution etc.

6. GENERAL TERMS & CONDITIONS:

- 6.1 The amount of the Security mentioned in clause no.3 above is to be deposited in the form of TDR/ FDR or Bank Guarantee from any Scheduled Bank duly pledged in favour of the Chief Engineer (PHE), Water, Assam at the time of signing of empanelment agreement.
- 6.2 The manufacturers, whoever submits the EOI should furnish their full postal address alongwith their contact details. Any correspondence send by the department in the address mentioned by the bidders by ordinary post shall be deemed to have been received by the bidders and no complaint about non receipt of letters shall be entertained. The manufacturer, whoever participate in the EOI should therefore in their own interest contact the respective officers to ascertain the letter issued. Change of address should forthwith be notified by the party to all concerned.
- 6.3 All EOI must be accompanied with up-to date valid PAN & GST registration certificate without which no EOI will be considered.
- 6.4 The materials offered should be conforming to relevant BIS Code with up to date amendment & current at the time of delivery. The valid BIS license should be in the name of the Manufacturer and should be uploaded with the EOI.
- 6.5 The selected manufacturer will have to replace the defective materials if found any at the time of delivery, free of cost and all other charges.
- 6.6 The materials are to be dispatched to the contractor at the destination of work or as per agreement among the manufacturer and the contractor concerned who will place order with the manufacturer against the departmental work order.
- 6.7 The rates shall be fixed and paid by the contractor with mutual agreement with the empanelled manufacturer. Regarding the rate and payment against the materials supplied to the contractor for any work, the department will not be a party for any breach of contract between the empanelled manufacturer and the contractor.
- 6.8 The period of the empanelment agreement shall be for 1 year initially from the date of empanelment subject to extension on the basis of track record / performance. This period may be shorter if the manufacturer likes to withdraw their empanelment with prior notice.
- 6.9 The agreement shall be entered in to for empanelment only, without any commitment of supply order from the department. The Department will not place any supply orders on their own.

- 6.10 The department may extend the empanelment agreement at the same terms and conditions for further period on mutual agreement between the Department and the empanelled manufacturers.
- 6.11 The Department reserves the right of rejection of all or any EOI without assigning any reason there of, and does not bind itself to accept the EOI.
- 6.12 The Department shall have the right to accept any EOI in full or in part.
- 6.13 No extra clause/terms & conditions imposed by the Bidders will be entertained by the department.
- 6.14 It is mandatory for prospective Bidders to submit the following document along with envelope of the EOI :
- a) Copy of up-to date valid BIS Certificate/ license for the specified items.
 - b) Self attested copy of Company Incorporation certificate including Article of Association & Memorandum of Association of the Company or Self attested copies of Firm Registration Certificate & Registered Partnership deed along with Power of Attorney or Self attested copies of proof of registration & authentic proof of proprietorship.
 - c) Certificate from registered CA showing average annual turnover for the last three years preceding & inclusive to 2018-19 in the format annexed at Annexure - I.
 - d) Self attested copies of supply orders or completion certificates in support of having experience of minimum 3 (three) years of manufacturing and supplying pipes.
 - e) Certificate mentioning production capacity of the manufacturer issued by concerned competent authority.
 - f) Technical literature, if any of the item quoted.
 - g) Manufacturers Registration Number, if any.
 - h) Manufacturers GIR/PAN Number.
 - i) Manufacturers GST Registration Number.
 - j) Certificate from supplier of Raw material used for production as virgin raw material.
- 6.15 Failure on the part of any selected manufacturer to comply with any of the above terms & conditions of EOI document will attract disallowing such Bidder from taking part in similar Bid/EOIs in near future.
- 6.16 Court jurisdiction is jurisdiction of Guwahati High Court, Assam.
- 6.17 In addition to furnishing manufacturer's test certificate by the empanelled manufacturers, each lot of materials supplied by the manufacturers must be got inspected by "Central Institute of Plastics Engineering & Technology" (CIPET) before delivery and the test certificate is to be submitted with materials so delivered to the contractor and the contractor in turn must have to submit the same to appropriate authority of the indenting Division.
- 6.18 The empanelled manufacturer should submit copy of valid BIS license against the specified materials to the concerned contractor against each lot of materials supplied for onward submission to the Divisional authority.
- 6.19 The empanelled manufacturer must invariably inform the office of the Chief Engineer (PHE) Water Assam if there is any renewal/ update/ change of BIS license. Copies of the same must be submitted to the office of the Tender Inviting Authority.
- 6.20 **Jointing of Pipes** : The empanelled manufacturers will have to provide necessary technical support to the contractor in the field regarding jointing of the pipe materials including imparting necessary training of contractor's personnel, providing butt/fusion welding machines on loan/ hire basis etc. In this regard, the intending bidders will have to submit a declaration on their own letterhead which should be uploaded alongwith their technical bid. It is to note that report from the field regarding non cooperation from the manufacturers during jointing of the pipes shall invite cancellation of the empanelment of

such manufacturers with the Department, forfeiture of security and also barring from any future involvement with the Department.

- 6.21 The average annual turnover of the manufacturer (Bidder) for during the last 3 (three) Financial Years i.e. 2016-17, 2017-18 & 2018-19 shall be Rs. 100.00 lakh. In support of Bidder's annual turnover, Certificate from registered CA to be submitted in the format prescribed at Annexure -I.
- 6.22 Bidders shall note that failure to comply with any of the above terms & conditions shall invite rejection of the EOI.

7. LITIGATION / ARBITRATION HISTORY :

Manufacturers have to furnish Notary attested Affidavit regarding any litigation or arbitration resulting from contracts executed by the bidder in the last three years or currently in execution, including the names of the parties concerned, the dispute amount, cause of litigation, and matter in dispute.

8. FORCE-DE-MAJEUR CLAUSE :

The contract is subject to Force-de-Majeour clause as applicable under the Law.

9 INTERPRETATION OF THE EOI DOCUMENT

The EOI documents are drawn up in English and other documents that are to be filled up by the bidder shall also be in English. The language to which the documents are to be interpreted shall be English.

Any clarification with regard to interpretation or of ambiguities discovered or pointed out after the publish of the EOI document in the portal www.jjmassam.in but prior to the closing of submission of EOI, as to the meanings, conditions, or instructions contained in any of the issues documents, shall be valid only when such clarification is made by the Chief Engineer (PHE) Water, Assam, Hengrabari, Guwahti-36 by uploading the instruction in the portal www.jjmassam.in. Such addenda or circulars can be viewed on the web page of the website www.jjmassam.in. Addenda and circular thus issued (if any) shall form part and parcel of the relevant bid documents

10 ADDENDA

Addenda, if any, will appear on the web page of the website www.jjmassam.in. All corrigenda will be part of the Bid Document.

11 VALIDITY OF BIDS:

The EOI submitted shall remain valid for a period of 90 (ninety) days from the opening of the Technical EOI for acceptance by the Chief Engineer (PHE), Water, Assam and / or the EOI inviting Authority and/or his authorized subordinates.

12 PREPARATION AND SUBMISSION OF BIDS:

The intending participant is required to study carefully all the EOI documents and prepare his technical bid to comply with all the provisions thereof. Submission of the bid shall be taken as evidence and confirmation that the participant manufacturer has acknowledged all the provisions of the bid documents and has fully acquainted himself with all factors which may influence the preparation of his/their EOI. Negligence to observe instructions in preparing his/their EOI shall be at his /their own risk and shall not be a ground for securing relief from any error found or discrepancies contained in his bid, or a cause for withdrawal of his EOI after it has been opened.

EOIs should be completed in all respect and shall be consisting of the documents/ information as stated in clauses of the 'GENERAL TERMS & CONDITION.

13 CONDITIONAL EOI

Conditional EOIs shall be rejected.

14 UNSEALED EOI DOCUMENTS

The EOIs shall be rejected if the hard copies to be submitted as per Clause No. 9.1 to the undersigned not properly sealed.

15 DETAILED SCRUTINY OF EOI AND EVALUATION CRITERIA :

Bids which have been considered valid on the result of general examination at the time of opening shall be subject to subsequent detailed scrutiny. Notwithstanding the general examination carried out earlier, the EOI receiving authority reserves the right of rejection of any EOI which may be found to be defective during this detailed scrutiny. The Chief Engineer (PHE), Water, Assam reserves the right to waive any informality in any EOI and to reject one or all Bids without assigning any reasons for such rejection.

Any discrepancy or error found in the quoted rates during this detailed scrutiny shall be corrected as mentioned in different clauses of this EOI Inviting document.

For the purpose of comparative evaluation of EOI the Department shall consider such factors as the time of completion, Participant's past experience, compliance with the specifications, relative quality, and the Bidder's technical & financial capability to perform the work.

Even though the bidders meet the requisite qualifying criteria, they are subject to be disqualified if they have :

- Made misleading and/or false representations in the forms, statements and attachments submitted along with the Bid in proof of qualification and other requirement, and/or concealed facts / information in regards to these.
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

16 CRITERIA FOR TECHNICAL EVALUATION

The technical evaluation will be made on the basis of the technical qualification that ascertained through the documents submitted by the participant manufacturer in response to different clauses of this EOI inviting document.

17 EMPANELMENT FOR SUPPLY OF MATEIALS

The technically responsive participating manufacturers will be empanelled and the notification for empanelment will be uploaded at www.jjmassam.in.

18 SIGNING OF AGREEMENT FOR EMPANELMENT :

The technically responsive manufacturers who are agreeable to enter into the empanelment agreement shall have to submit the Security against empanelment as stated in clause-3 of this EOI document. The uploaded EOIs of such Manufacturers and Clauses of this EOI Document shall constitute the empanelment agreement.

Sd/-
Chief Engineer (PHE), W, Assam
Hengrabari, Guwahati-781036

Annexure - I

**(Format for certificate from registered C.A. regarding Annual Turn Over of the Manufacturer
(Bidder) through dealing of any Pipes, fittings etc. only)**

To,
The Chief Engineer (PHE), Water, Assam.
Hengrabari, Guwahati - 36.

This is to certify that Annual Turn Over of M/s.,

(add), through dealing of any Pipes, fittings etc. only during
the last 3 (three) financial years are as listed below:

Financial year	Turn Over through dealing of Pipes only
2016-17	
2017-18	
2018-19	

Seal and Signature of the Registered CA
(with Date)

UDIN No.

Membership No.

183

Annexure – II
Sample Format of Bank Guarantee

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS,(name of Bidder including names of all Joint Venture Participants) (hereinafter called "the Bidder") has submitted its Bid (hereinafter called the "Bid") dated (date) for the performance of (name of Contract).

KNOW ALL PEOPLE by these presents that We (Name of Bank) of

..... (name of country) having our registered office at (herein after called "the Bank") are bound unto (herein after called "the Owner") in the sum of for which payment well and truly to be made to the said Owner, the Bank binds itself, its successors, and assigns by these presents. [The Bidder should insert the amount of the guarantee in words and in figures. This figure should be the same amount as mentioned in the detail Bid Document of IFB No of 2018-19.

The CONDITIONS of this obligation are:

- (1) if the Bidder withdraws its Bid during the Bid Validity Period; or
- (2) if the Bidder, having been notified of the acceptance of its Bid by the Owner during the period of Bid validity fails to sign the Form of Contract in accordance with and when required by Clause of the detail Bid Document of IFB No of 2018-19.

We undertake to pay to the Owner up to the above amount upon receipt of its first written demand, without the Owner having to substantiate its demand, provided that in its demand the Owner will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

This Guarantee will remain in full force up to and including 30 days after the expiry of the Bid Validity Period and it may be extended by the Owner in accordance with the Bidding Documents, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date or the extended date.
SEALED with the Common Seal of the said Bank this day of, [Year].

WITNESS
(signature, name and address)

SIGNATURE OF THE BANK
SEAL

Name: _____
Position: _____

The Beneficiary Bank Details for issuing Bank Guarantee is furnished herewith:

Bank Account No: **30979530442**

Bank Name: **State Bank of India**

Bank Branch: **New Guwahati**

IFSC Code: **SBIN0000221**

MICR Code: **781002003**

Bank Address: **Bamunimaidam, New Guwahati, DIST-Kamrup, Assam, PIN-781021**