

**HIMACHAL PRADESH
IRRIGATION & PUBLIC HEALTH DEPARTMENT**

Notice Inviting Quotation

Sealed quotation are hereby invited for the following material by the Executive Engineer, I&PH Division Thural on behalf of Governor of Himachal Pradesh through electronic tendering system so as to reach in this office on or before 21 September 2019 upto 11.00 AM and will be opened on same day at 11.30 AM in presence of manufacturer / their authorized dealer

Sr. No.	Description of Material	Quantity	Earnest Money	FOR
01	HDPE Pipe PE80, PN4, 355mm	3900.00 Rmt	95000.00	Sub-Division Daroh at Garh Section Office

Terms and Conditions:-

1. The e-quotation documents shall be uploaded online in 2 (two) covers: -
 - 1.Cover-1 shall contain scanned copies of eligibility information.
 - 2.Cover-2 shall contain Financial Bid on the prescribed form.
2. Cover-1 i.e Eligibility Criteria shall be opened first and the cover-II i.e financial bid of only those supplier shall be opened who fulfil the eligibility criteria and have uploaded the required document in support of the same in cover-1 as detailed below:-
Scanned copies of following "eligibility information" (Scanned copies to be uploaded).
 - i) The quotationer shall submit along with attested photocopies of the license granted by the authority for making the HDPE Pipe. The licenses should clearly indicate its validity, and grade covered therein.
 - ii) The make (Trade Mark) of HDPE Pipe with full name & address of manufacturer shall be indicated in the quotation. The quotation submitted without said information may be rejected.
 - iii) The manufacturer are required to deposit earnest money as indicated above failing which the quotation are liable to be rejected
 - iv) The quotationer will submit the attested copies of all supply orders received, if any, from Central Govt./State Govt. Department/ Govt. undertaking during the last 3 months i.e. before the date of opening of quotation .
 - v) Income tax & GST registration and latest clearance certificate thereof.
3. Cover-2 shall contain BOQ where contractor will quote his offer for each item. Rates should inclusive of all taxes.
4. The rates are to be quoted per Rmt in rupees F.O.R. Irrigation and Public Health Sub-Division Daroh at Garh Section office inclusive of all taxes, including GST, unloading, and stacking in consignees store & IIIrd party inspection charges.
5. The consignee must conduct pre-dispatch inspection to ensure that the supplies are as per IS:4984-2016 and is duly ISI marked and also perform necessary conformity tests as per clause 6.5 of the IS: 14333-1996 at the time of inspection of supplies.
6. In order to ensure quality, pre-despatch inspection of stock, 100% inspection of total quantity will be done in the factory premises after drawing samples as per BIS norms in the presence of the authorized officers of the firms and department both Inspection charges will be borne by the firm and inspection will only got done from any of the following agencies:-
 - i. DET NORSAKE VARITAS
 - ii. BUREAU VARITAS
 - iii. Alpha Test House.
 - iv. QSS
 - v. TUV India Pvt. Ltd;
 - vi. RITES / WAPCOS

3rd party inspection charges have to be borne by the suppliers/firms and no reimbursement is to be made to them on this account.

7. 100% payment will be made by consignee within 21 days against physical delivery of inspected / accepted stores duly supported with satisfactory inspection note and after receipt of correct goods at destination.
8. Supplier should supply test certificate for purity of the HDPE Pipe
9. Suppliers should supply a copy of MSDS (Material safety Data Sheet).
10. Test certificate should be supplied with each lot of HDPE Pipe and should have all the parameter given in the specification, failing which material will not be accepted and it will be rejected back.
11. The Earnest money of the quotation will be forfeited to the Government account if they withdraw their offer or rate
12. The quotation without earnest money, manufacturing certificate, BIS Certificate, will be summarily rejected.
13. Despatch of material will be made within 45 days from the date of placing the supply order.
14. Payment will be made after receipt of material in good condition at consignees stores to his entire satisfaction.
15. Pipes shall be duly ISI Marked and each Pipe should be stencilled with the mark of firm/ manufacturer.
16. Price fall clause: The officer of rates by the tenderer will be subject to the price fall clause i.e if any item is offered at a lower rate by the contractor at any other state/place in India, he shall not charge higher rate for the item offered in the tender. In the event of higher rates offered by such tenderer, the rates so offered by such party can be rejected at any stage.
17. The firm shall furnish a guarantee/warranty that the material supplied is of the best quality and workmanship and shall be strictly in accordance with the specifications. The firm shall furnish a manufacturer's test certificate with every lot.
18. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and or whether it has finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Himachal Pradesh Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves a claim with amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

19. These supplies shall be subject to civil jurisdiction of Courts located in the Dharamshala, Himachal Pradesh.

20. The time and date of despatch stipulated in the said schedule shall be deemed to be the essence of the contract and if the firm fails to despatch any consignment within the period prescribed for such despatch, then without prejudice to its rights otherwise the firm shall agree to pay liquidated damages for non-supply/delayed supply. The onus of levy of liquidated damages will vest with **Executive Engineer, IPH Division, Thural**: these damages shall be imposed @ 1% of supply order amount per week subject to a maximum of 10%.
21. In the event of withdrawal or discontinuance of any article(s) and consequent ceasing of or reduction in demand the firm shall not be entitled to any compensation. I&PH department, however will make all reasonable endeavours to give an intimation of any withdrawal or of any reduction seriously affecting quantities under the contract.
22. The goods prior to dispatch may be insured by the supplier at his costs and risk if he so desired in his own interest through a Nationalized Insurance Company upto its final destination in Himachal Pradesh against all transit risks.
23. The pipes will be weighed in the presence of responsible Official of HP IPH Department at works or transit point during transhipment, if any, at weighing bridge. The document showing the laden and unladen weight will be submitted along with bills.
24. All bills/invoices shall be raised in the name of **Executive Engineer I&PH Division Thural, H.P.** and goods shall be consigned to the consignees as per detail of the supply order.
25. The Technical Representative of I&PH Department shall be sent for inspection to each firm's premises to ensure quality and to obviate delay in delivery of material.

26. The firm will give prior intimation in case of transhipment and the I&PH Department representative should be present during transhipment.
27. All other terms and conditions of supply of M.S. Pipes shall remain the same as mentioned in the BOQ.
28. The validity period for the prices and other referred should be clearly mentioned and it should be minimum for 4months from the date of opening the quotation.
29. Each firm awarded with the order shall produce before the parties conducting inspections the latest invoices pertaining to the procurement of raw material from which the pipes under inspection has been manufactured and the same shall also be opened with appended inspection notes for the record of consignee.
30. The firm will deposit 10% or maximum Rs. 25.00 lacs of the value of the supply order towards performance assurance in the shape of unconditional bank guarantee from a Nationalized/Scheduled Bank in favour of **Executive Engineer I&PH Division Thural** within a period of ten days from the date of receipt of supply orders and valid for a period up to 45 days from the date of actual receipt of material. The bank guarantee will be released promptly by **Executive Engineer I&PH Division Thural** after arranging receipt of GRs by it from respective Executive Engineer for full material.

Executive Engineer,
I&PH Division Thural.

No.EE/IPHD/THL/GA/NIQ/2019- **6607-6649**

Dated:- **04.09.2019**

Copy forwarded to the following for information and necessary action:-

01. The Engineer-in-Chief IPH Department U.S.Club Shimla.
02. The Chief Engineer, IPH Department Dharamshala Zone, Dharamshala
03. The Superintending Engineer, I&PH Circle, Dharamshala.
04. All the Principal Manufacturers.
05. Notice Board of this office.

Executive Engineer,
I&PH Division Thural.