



**STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT
3.0 MT Expansion**

Diversion of overhead & underground waterlines

Package no. EN-09.02

Tender no. DSP/PROJ-PUR/EXPN/EN-09.02/122



**MECON LIMITED
RANCHI-834002**

INDEX

Section-I

1	Invitation for Bids (IFB)
2	Bid Data Sheet (BDS)
3	Special Conditions of Contract (SCC)

INVITATION FOR BIDS

Steel Authority of India Limited, Durgapur Steel Plant, Durgapur-713203, W.Bengal, India, invites sealed bids from eligible **Domestic** Bidders for **design, engineering, fabrication, manufacturing, assembly & supply, erection / construction / laying, commissioning, testing & performance guarantee tests of plant & equipment and piping work etc. of proposed diversion of water pipelines including civil, structural and technological, complete in all respect for the Facilities [Diversion of overhead & underground waterlines] on Divisible Turnkey Contract basis.**

The detailed scope is as per enclosed Technical Specification no. MEC/11/40/9172/ TS/ EN/EXP/09.02/ R0 DECEMBER 2009.

1. Interested Bidders may obtain further information from the office of

General Manager (Projects),
Durgapur Steel Plant,
Durgapur-713203, West Bengal, India
Tel : +91-343-2574352
Fax : +91-343-2574303
E-mail : projectsdsp@gmail.com

Asst. General Manager (MM), Project Purchase
2nd Floor, Ispat Bhawan,
Durgapur Steel Plant,
Durgapur – 713203, West Bengal, India
Tel : +91-343-2575496
Fax : +91-343-2575496
E-mail : dsp.projectpurchase@gmail.com

General Manager
MECON LIMITED,
Durgapur Unit Office
Durgapur Steel Plant
Durgapur – 713203, West Bengal (India)
Tel : +91-343-2574398/2575492
Fax : +91-343-2575491
E-mail : durgapur@meconlimited.co.in / mecondgp@gmail.com

3. A complete set of bidding documents may be purchased by any interested Bidder on submission of a written application to Asst. General Manager (MM), Project Purchase whose address is given above.
4. Bidder may also down load the bidding documents from website at **www.sailtenders.co.in** and submit the bid along with cost of bidding documents.
5. Salient features of the of the bid

Tender No.	DSP/PROJ-PUR/EXP/EN-09.02/ 122 dated 12.01.2010
Description	<i>Diversion of overhead & underground waterlines</i>
Cost of Bidding Document (Non Refundable and Not Exempted)	Rs3000.00 (Indian Rupees three thousand only)
Sale/Download of Tender Documents	Start from : 16.01.2010

	Close : 15.02.2010 17.30 Hrs IST
Tender Submission	16.02.2010 by 14.00 Hrs IST
Place of Submission of Bid	Office of the Asst. General Manager (MM), Project Purchase Section 2nd Floor, Ispat Bhawan, Durgapur Steel Plant, Durgapur-713203, West Bengal, India
Opening of Tender	16.02.2010 by 15.00 Hrs IST
Bid Security	Rs. 250000.00 (Indian Rupees two lakh fifty thousand only)
Time For Completion	Within 5 (Five) months
Validity of Bid	90 (Ninety) days

6. The tender document consists of :-

Section - I

- i) Invitation for Bid (IFB)
- ii) Bid Data Sheet (BDS)
- iii) Special conditions of contract (SCC)
- iv) [Appendix-1 Price format](#)
- v) [Appendix-3 Terms of Payment](#)
- vi) Technical Specification No.[MEC/11/40/9172/ TS/ EN/EXPN/09.02/ R0](#)
[DECEMBER 2009.](#)

Section - II

- vii) Instruction to Bidders (ITB)
- viii) Form of Contract Agreement (FCA)
- ix) General Conditions of Contract (GCC)
- x) Safety code for contractors
- xi) [General Technical Specification](#)

7. The documents listed in Section-II can be downloaded from **Standard Document section** in home page of website www.sailtenders.co.in or hard copy can be obtained along with the tender documents.
8. The bid will consist of three parts, Part-I - "Cost of tender document, Bid Security", Part-II - "Eligibility Criteria Fulfillment & Techno-Commercial Bid" & Part-III - "Price Bids" only. **Price is to be submitted as per enclosed price format.**
9. Bids must be accompanied by the bid security in the following forms:
 - (a) a Bank Draft / Pay Order or
 - (b) a Bank Guarantee from scheduled bank in the form provided in the bidding documents.

Signature: _____

Name and Title of the _____

Authorised person _____

Employer : _____

Seal:

BID DATA SHEET

The following bid-specific data for the Facilities including plant and equipment to be procured, installed & commissioned, shall amend and/or supplement the provisions in the Invitation for Bids (IFB) and Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the IFB and ITB.

Name of Facilities	Diversion of overhead & underground waterlines
Contract Name	Diversion of overhead & underground waterlines
Name of Employer	Durgapur Steel Plant
Employer details	Asst. General Manager (MM), Project Purchase 2ND Floor, Ispat Bhawan, Durgapur Steel Plant, Durgapur-713203, West Bengal, India Tel : +91-343-2575496 Fax : +91-343- 2575496 E-mail : dsp.projectpurchase@gmail.com
Name of Consultant	MECON Limited
Language of bid ITB 7.1	English
Eligibility/ Qualification requirements for Bidders ITB 8.3 (b) & (c)	The Bidder should fulfil the following eligibility criteria:- <u>Technical</u> - The Bidder should have suitable experience in design and engineering of water piping network OR The Bidder should have suitable collaboration/association with a designer having experience in design and engineering of water piping network. The bidder should submit documentary evidence in this respect like memorandum and agreement (MOA), joint declaration or confirmation of association for the collaboration / associate. - The Bidder must have supplied, erected, tested & commissioned water piping system consisting of minimum 75 T piping network under single order in last 05(five) years preceding date of NIT. This 75T of piping network shall not include structural supporting trestles. The piping work should consist of any one or more of the following water piping for underground pipelines OR combination of underground & overhead pipelines: - Raw water pipelines - Make-up water pipelines - Drinking water pipelines - Fire water pipelines etc. - At least 01 (one) piping system referred under sl. No.2 above by the bidder must be operating for a minimum period of 01 (one) year and giving satisfactory performance. - The Bidder shall submit the supporting documents clearly bringing out fulfillment of above requirement. These can be in the form of certification from client , copies of purchase order indicating scope of work, commissioning / performance certificate signed by the client, etc.

	5. In case the Bidder is a consortium of two or more members, either of its members or combination of members together should meet above (1,2 & 3) eligibility criteria. B. Financial Average annual turnover of the Bidder shall not be less than Rs.1,50,00,000/- (Indian Rupees One Crore Fifty lakh only) during last 03 (three) consecutive financial years ending 31.03.2009. The Bidder shall submit Audited Annual Financial Reports for last 03 (three) consecutive financial years in support of their meeting above stipulated financial requirements. Alternatively, The bidder shall furnish a certificate from Chartered Accountant stating annual turn over for the last 03 (three) consecutive financial years. Employer reserves the right to verify / determine Bidder's turnover based on Financial Reports posted in Bidder's Web Site, if any. In case, the bidder is a consortium of two or more members, either of its member or combination of members together should meet above eligibility criteria (Technical & Financial).Each member of the consortium should have relevant experience pertaining to his scope of work.
Spares ITB 8.3 (c) (ii)	List of O&M Spares required for operation of 2 years following completion of the Facilities
Alternative Bids ITB 8.3 (f)	Not acceptable.
Bid Currencies	In Indian Rupees,
Amount of Bid Security ITB 11.1	Indian Rupees 250000.00 (Rupees two lakh fifty thousand only)
Bid Validity Period ITB 12.1	Bid shall be valid for 90 (Ninety) days from Deadline for submission of Bid.
Copies ITB 13.1, 17.2 (a)	Original and ten (10) along with soft copy in CD
Bid Submission ITB 14.2, 15.1	Address of Employer for bid submission Office of the Asst. General Manager (MM), Project Purchase Section 2nd Floor, Ispat Bhawan, Durgapur Steel Plant, Durgapur-713203, West Bengal, India Deadline for bid submission 16.02.2010 by 14.00 Hrs IST
Bid Opening ITB 14.2 (b) & 18.1	Bids shall be opened at 15.00 Hrs IST on 16.02.2010 in the office of the Employer Office of the Asst. General Manager (MM), Project Purchase Section 2nd Floor, Ispat Bhawan, Durgapur Steel Plant, Durgapur-713203, West Bengal, India

Deviations in Bid ITB 20.3	Generally no deviation is acceptable against the tender documents. Bids with deviations from, objections to or reservations about critical provisions such as those concerning Bid Security (ITB Clause 11), Governing Law (GCC Clause 5), Taxes and Duties (GCC Clause 14), Performance Guarantees (GCC Clause 27), Defect Liability (GCC Clause 30), Patent Indemnity (GCC Clause 31) or Limitation of Liability (GCC Clause 32), as well as provisions specified in the Bid Data Sheet, if any, that the Bidder is not prepared to withdraw aforesaid deviations, objections or reservations at a withdrawal price, will be treated as non-responsive.
Technical evaluation of bid	As per TS No. MEC/11/40/9172/TS/EN/EXP/09.02/ R0 DECEMBER 2009.
Conversion to single currency ITB 26.2	Currency chosen for the purpose of converting to a common currency shall be local currency, i.e., Rupees (INR). Source of exchange rate: [As the common currency shall be the local currency, exchange TT Selling rates observed by the Reserve Bank of India (RBI) and notified by the State Bank of India (SBI), will be used for converting prices quoted in foreign currencies.] Date of exchange rate: The closing TT Selling rate of exchange on the previous working day of the date of opening of Price bid shall be considered.
Price bid evaluation ITB 25.3	The following criteria will be used in the evaluation in the manner stated below: i) The taxes & duties, which are to be borne and paid by the Employer, shall be considered on the quoted price for imported supplies & services for the purpose of price evaluation as follows. • Basic custom duty (BCD) at the prevalent rate on Assessable value on (FOB price + Ocean freight + Marine insurance + Landing charges) • Countervailing duty (CVD) including Education cess at prevailing rate on (Assessable value + BCD) • Education cess at prevailing rate on BCD & CVD • Additional Duty of Custom (ADC) at prevailing rate on (Assessable value + BCD + CVD + education cess)
	• Income tax including surcharge & Education cess to be on grossed up value as per the double taxation avoidance agreement or 10.5575% as per Income Tax Act, whichever is lower. • Service tax including ED cess on the value of services. • Landing Charges are 1% of (FOB price + Ocean freight + Marine insurance) Note: Bidders to indicate the value of supplies on which Entry Tax are to be borne by them and not required to be loaded for the evaluation of their Price, failing which Entry Tax will be loaded for the full value of Supplies.(For the states where Entry Tax is applicable)
	ii) The price evaluation will be done on the basis of "Net of CENVAT". The CENVAT will constitute the CVD including Education cess

	thereon, ADC, service tax component for the imported supplies and services as above and the amount of CENVAT credit on indigenous supplies & services as quoted by the Bidder. iii) The contractor is to provide the VAT invoices for reimbursement of the VAT amount.
Time Schedule ITB 25.5 (b)	Completion Time shall be within 5 (Five) months from effective date of contract.(LOA).
Performance Guarantees ITB 25.5 (c)	The Bidder shall quote his price conforming to the Performance Guarantee parameters and the acceptable limits as specified in the Technical Specifications.
Additional details on the evaluation ITB 25.5 (e)	None
Amount of Performance Security (Performance Bank Guarantee) ITB 33.1	Performance Security amount shall be five percent (5%) of the Total Contract price in Rupees.
Integrity Pact ITB 38.1	Integrity pact to be signed : No
Mobilisation Advance	Not Applicable

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract [SCC] shall supplement the General Conditions of Contract [GCC]. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses

1. Definitions [GCC Clause 1]

1.1 Employer

Asst. General Manager (MM), Project Purchase
Steel Authority of India Limited
Durgapur Steel Plant
2ND Floor, Ispat Bhawan,
Durgapur-713203, West Bengal, India
Tel : +91-343-2575496
Fax : +91-343-2574303/ 3575496
E-mail : dsp.projectpurchase@gmail.com

1.2 Engineer

The following shall be furnished at the time of placement of order/ signing of contract.

Name:.....
Steel Authority of India Limited,
Durgapur Steel Plant,
Durgapur - 713203,
West Bengal, India
Telephone No. _____
e-mail _____
Facsimile No. _____

1.3 Contractor

The following shall be furnished at the time of placement of order/ signing of contract
M/s. _____

(/Name and address)
Telephone No. _____
e-mail _____
Facsimile No. _____

1.4 Consultant

The following shall be furnished at the time of placement of order/ signing of contract.

M/s.MECON LIMITED

(/Name and address)
Telephone No. _____
e-mail _____
Facsimile No. _____

2. **Notices [GCC Clause 4]** - The following shall be furnished at the time of placement of order/ signing of contract.

2.1 **Employer's Address for Notice purposes [Reference GCC Sub-Clause 4.1]**

Steel Authority of India Limited
Durgapur Steel Plant,
Durgapur - 713203,
West Bengal, India
Telephone No. _____
e-mail _____
Facsimile No. _____

2.2 **Contractor's Address for Notice purposes [Reference GCC Sub-Clause 4.1]**

M/s. _____

[Name and address]
Telephone No. _____
e-mail _____
Facsimile No. _____

3.0 **Transportation by Wagons [Reference GCC Clause 21.4.2] / Transportation by Road [Reference GCC Clause 21.4.3]**

Steel Authority of India Limited,
Durgapur Steel Plant,
Durgapur - 713203,
West Bengal, India

Name of Railway Station, where site is situated: DURGAPUR

4.0 **Mobilisation Advance: Not Applicable**

5.0 **Definitions- "Commissioning" means operation of the facilities as defined in technical Specification**

6.0 **Article 8 of FCA – Clause 8.2 & 8.3 is deleted**

7.0 **Appendix -5 of FCA: Not applicable**

8.0 **Clause 27 of GCC : Not Applicable**

9.0 **Clause 29.3 of GCC : Not applicable.**

10.0 **Clause 29.5 of GCC : Not applicable.**

APPENDIX - 3**TERMS OF PAYMENT****(To be reviewed by DSP)****1. General**

1.1 In accordance with the provisions of **Clause 12** of GCC (Terms of Payment), the Employer shall pay the Contractor for the Scope of Facilities detailed under **Clause 7** of GCC & Technical Specifications, on the basis of the price break-up given in the Price Schedule (**Appendix-1**) and Billing Schedule as per **Sub-Clause 11.7.1** of GCC.

1.2 – VOID**1.2.1 – VOID****1.2.2 – VOID****1.2.3 – VOID**

1.3 The Contract is a Divisible Contract. The Contractor shall submit complete and correct separate invoices and documents for supplies, and services for the Facilities under the Contract for payments to be made by the Employer.

1.4 The Contractor shall reimburse the Employer all costs, charges, damages or expenses which the Employer may have paid or incurred, if and to the extent to which the Contractor is liable under this Contract to pay upon written request of the Engineer, failing which such costs, charges, damages or expenses shall be deducted by the Employer from any money due or becoming due by the Employer to the Contractor under this Contract or any other Contract failing which such amounts shall be considered as debt from the Contractor to the Employer and shall be recoverable accordingly.

1.6 INCOME TAX

Any Indian Income Tax which Employer may be required to deduct by law or statute, shall be deducted at the source under relevant Chapter of Income Tax Act and the same shall be paid to Income Tax Authorities on account of the Contractor. Employer shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer. Contractors shall maintain books of account and shall get the account audited as per relevant sections of Income Tax Act. If the Contractor is exempted from the deduction/recovery of Income Tax, no such recovery shall be made by Employer. Contractor shall furnish valid exemption Certificate issued by Income Tax Department to this effect.

2. Terms of Payment**2.1 Terms of Payment for Supply & Service.**

2.1.1 void.

2.1.2 Void.

2.1.3 (a) Eighty five percent (85%) of the Contract Price of Supply as specified in the Appendix-1, excluding taxes, duties shall be released towards progress payments

and 100% of the taxes and duties on submission of documentary evidence shall be released on pro-rata basis subject to satisfactory progress of work as per the approved Billing Schedule. **Payment shall be done as per bill of quantities/price schedules of the Contract based on firm unit rates upon certification by Employer.**

(b) Eighty five percent (85%) of the Contract Price of Erection as specified in the Appendix-1, excluding taxes, duties shall be released towards progress payments and 100% of the taxes and duties on submission of documentary evidence shall be released on monthly pro-rata basis subject to satisfactory progress of work as per the approved Billing Schedule. **Payment shall be done as per bill of quantities/price schedules of the Contract based on firm unit rates and quantities executed as per joint measurement sheet and upon certification of work by Employer.**

- 2.1.4 Five percent (5%) of the Contract Price of Supply & erection excluding taxes, duties, specified in the Appendix-1, shall be released upon issue of the Preliminary Acceptance Certificate (PAC).
- 2.1.5 Five percent (5%) of the Contract Price of Supply & erection excluding taxes, duties specified in the Appendix-1, shall be released upon issue of the Commissioning Certificate.
- 2.1.6 five percent (5%) of the Contract Price of Supply & erection excluding taxes, duties , specified in the Appendix-1, shall be released upon issue of the Final Acceptance Certificate (FAC).
- 2.1.7 All interim/progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective/imperfect/incomplete Facilities to be removed. It will not be considered as an admission by the Employer of the due performance of the Contract, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Employer under these conditions or in any way vary or affect the Contract.
- 2.2 The Employer shall release the payment to the Contractor within 30 days from the date of receipt of the complete and correct invoices along with relevant documents.