GOVERNMENT OF MANIPUR  
PUBLIC HEALTH ENGINEERING DEPARTMENT

CORRIGENDUM  
Imphal, the 15th June, 2022

No.:CE/PHE/3-94/NDB(G)/P-IV(B)/2022/914: The following amendments have been made in NIT. No. CE/PHE/3-94/NDB(G)/P-IV(B)/2022/561, dated: 19/05/2022 for the 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) – balance work”

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<tr>
<th>Sl.No.</th>
<th>Reference</th>
<th>Description as Per tender / IFB</th>
<th>Amended As</th>
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<tbody>
<tr>
<td>1.</td>
<td>Section No. IV</td>
<td>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.</td>
<td>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”</td>
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<td>Page No. 16 &amp; 17</td>
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<td>“Clause 9: Deleted”</td>
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<td>Para No / Clause No. 8 &amp; 9</td>
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<td>2.</td>
<td>Section No. III</td>
<td>The manufacturer should submit the audited financial statements for the last 3 (three) financial years from FY2019-20 to FY2021-22 to demonstrate the current soundness of the bidders’ financial position showing a minimum average turnover of not less than Rs.34.00 Crore or equivalent amount in USD (as per prevailing exchange rate at the time of submission of bid) for Class K-9 &amp; K-7 DI Pipes.</td>
<td>The manufacturer should submit the audited financial statements for the last 3 (three) financial years from FY2018-19 to FY2020-21 to demonstrate the current soundness of the bidders’ financial position showing a minimum average turnover of not less than Rs.34.00 Crore or equivalent amount in USD (as per prevailing exchange rate at the time of submission of bid) for Class K-9 &amp; K-7 DI Pipes.</td>
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<td>Para No / Clause No. 4</td>
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<td>4.</td>
<td>Section No. Appendix-7</td>
<td>A declaration in the form of Affidavit on a non-judicial stamp paper of Rs.10.00 duly affirmed before a Notary Public / 1st Class Magistrate or equivalent of the respective country should be submitted as per format given in the Appendix-7, stating clearly that on the date of submission of the tender, the applicant is not debarred / delisted / disallowed /having no pending enquiry/ blacklisted</td>
<td>A declaration in the form of Affidavit on a non-judicial stamp paper of Rs.10.00 duly affirmed before a Notary Public / 1st Class Magistrate or equivalent of the respective country should be submitted as per format given in the Appendix-7, stating clearly that on the date of submission of the tender, the applicant is not debarred / delisted / disallowed /having no pending enquiry/ blacklisted</td>
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for participation in any tender for DI Pipe supply by any Government Department / Government Undertaking / Statutory Body / Municipality / Municipal Corporation etc. in India or equivalent of respective country. If any such incident is otherwise discovered, the manufacturers shall be cancelled summarily without assigning any reason whatsoever

for participation in any tender for DI Pipe Supply / EPC Contracts / Turnkey Contracts / Supply Order Contracts for the entire or any part thereof by any Government Department / Government Undertaking / Statutory Body / Municipality / Municipal Corporation etc. in India or equivalent of respective country. If any such incident is otherwise discovered, the manufacturers shall be cancelled summarily without assigning any reason whatsoever

1. The B.G format for EMD is annexed as ANNEXURE-I.

2. The other terms & conditions of NIT remain unchanged.

[Signature]

Chief Engineer, PHED
Government of Manipur.
ANNEXURE-I

Format for Submitting Bank Guarantee as Earnest Money
(For Goods)

TENDERNO. 

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) (Thereinafter 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........................................