

OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION <u>Electrical Branch :: Dr. B. Baruah Road :: Ulubari :: Guwahati – 07</u>

TENDER DOCUMENT

ALLIED ELECTRICAL WORKS IN THE D.G. SET AT UZANBAZAR, GMC

Particulars	Date & Time
Last date of submission of tender	16/ 10 /2023 up to 2:00 PM
Date of opening of tender: Techno-Financial Bid	17/ 10 /2023 at 3.00 P.M

Guwahati Municipal Corporation invites Tenders from eligible bidders for establishing rate contracts (item wise) of Electrical Items (Listed) as per the criteria specified in the tender document.

1.	Name of Work	:	allied electrical works in the D.G. set at Uzanbazar, GMC
2.	Time allowed for completion	:	21 Days Completion Period
3.	Earnest Money Deposit	:	Rs. 4,626/- (Rupees Four Thousand Six Hundred Twenty Six only) in form of D.D/B.C/F.D in favour of Guwahati Municipal Corporation issued by scheduled banks of India.
4.	Processing Fee of Tender	:	A non-refundable amount of Rs 1,000/- (Rupees One Thousand only) in form of D.D/B.C/F.D in favour of Guwahati Municipal Corporation issued by scheduled banks of India.
5.	Last date and time of receipt of Tenders	:	16/ 10/2023 up to 2.00 p.m.
6.	Address at which the Tenders are to be submitted	:	Chief Engineer Branch
7.	Date and time of opening of Tenders	:	17/ 10 /2023 at 3:00 p.m.
8.	Place of opening Technical Bid	:	Chief Engineer Branch
9.	Validity of Offer	:	90 days from the date of opening the PriceBid.
10.	Liquidated Damages	:	As specified in the subsequent pages in the tender document.
11	Availability of Tender Documents		Tender documents to be downloaded from official website of GMC <u>www.gmc.assam.gov.in</u> & sppp.assam.gov.in
12	For Tender related queries		e-mail: guwahaticom@gmail.com

<u>Request for single envelope bids for Allied electrical works in the D.G. Set at Uzanbazar,</u> <u>GMC.</u>

GMC invites tenders in the prescribed format from reputed agencies / suppliers/manufactures/dealers or a legal entity engaged in similar activities for Tender for allied electrical works in the D.G. set at Uzanbazar, GMC.

- 1. GMC intends to initiate Repair/Rectification of the earthing stations in the Diesel generator set at Uzanbazar office, Guwahati Municipal Corporation.
- 2. Earnest money deposited will be refunded to all except the successful bidder without any interest, after awarding the work to the successful bidder.
- 3. Bids are to be submitted on or before 16/10/2023 by 3.00 PM at the office of the undersigned. The bids are to be submitted in separately sealed envelope comprising of the Technical Bid and the Financial Bid.
- **4.** The Contractor shall have to deposit amount of Rs. 4,626/- (Rupees Four Thousand Six Hundred Twenty Six) only as EMD.
- 5. The contractors/bidders are advised to visit the premises at their own cost before submission of bid. It is highly recommended that the existing inventory is checked.
- 6. The Courts in Guwahati city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the Tender.
- 7. The GMC does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason. No correspondence will be made in this regard.
- 8. Final award of the contract will be subject to the approval of the Commissioner, GMC.
- 9. GMC reserve right to cancel the tender process at any stage without citing any reasons.
- 10. In case the date of opening/closing of Bids is declared a holiday in Guwahati, the bids will be opened/closed on the next working day at the same time. GMC has the right to accept/reject any/all bid without assigning any reasons. The GMC also reserves its right to reject any bid which, in the opinion of the GMC, is too low or unrealistic for effectively carrying out the obligations required under the terms and conditions of the tender.

Sd/-

Additional Commissioner Guwahati Municipal Corporation Bhangagrh, Guwahati-05

I. <u>TENDER PROCESS</u>

General-

The tender process will be in single cover system (Techno-Financial). The Technofinancial bid shall contain- covering letter, certificate of vendor all other pages of tender document and price bid. Price Bid shall be submitted as per the Price Bid Format provided.

- A. Contents of Techno-Financial Bid-
- 1. Covering Letter.
- Duly filled TECHNICAL FORM-1 along with all requisites of TECHNICAL FORM
 1.
- Duly filled FINANCIAL FORM-2 along with all requisites of FINANCIAL FORM
 2.
- 4. Any other documents as per the Bid Document.

Validity of Tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bid. If the bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the GMC, the GMC shall be at liberty to forfeit the EMD without prejudice to any other right or remedy.

Evaluation of Bids, Contract and Award of work-

The broad principles to be adopted for evaluation of bids, contract and award of work is outlined below for the understanding of the bidders. Evaluation shall be done by a committee constituted for the purpose.

Evaluation-

Financial evaluation shall be done as per market rate.

The competitive component shall be the price for an item/service inclusive of all taxes, cost components etc. The lowest bidder shall be checked for post qualification requirements as per tender terms and if found responsive shall be the most preferential bidder.

All intermediate results/stages of evaluation as per rules and invitations shall be uploaded in website.

I. Bid Price-

The tenderer shall indicate in the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

Prices indicated in the Price Schedule shall be the cost of the services quoted including all customs duties and GST and other taxes payable.

The price should be inclusive of packing charges, transportation and transit charges upto the delivery point.

Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

II. <u>Performance Security-</u>

a) The successful bider shall have to deposit amount of 10% of the awarded value as

security deposit at the time of execution of agreement. The Security Deposit will be refunded on termination of the contract after adjusting the dues payable by the Contractor to the GMC without any interest. Additional performance security may be sought by GMC for unbalanced of frontloaded bids.

- All the tenderers are requested to note that GMC will not accept any incomplete or conditional tender and the tender will be rejected if any tenderer found quoted conditional tender and if the same are not withdrawn at the time of opening of tender / price bid. All conditions, if any, to be loaded with rate. The rate should be inclusive of all taxes payable and necessary insurance premium / service charges etc., for the labour and machinery etc. exclusive of GST
- 2) <u>The tenderer should satisfy him-self of the scope of work before quoting the rates and clear the doubts if any. No deviation of conditions or request for change of specifications or additional rate will be entertained at any stage.</u>

III. MINIMUM ELIGIBILITY CRITERION / POST-QUALIFICATION

Only those who fulfil the following minimum criteria need to submit their bids:

- 1. The Bidder should be a legal entity with experience of electrical works to government organisations/institutes/PSUs etc.
- 2. The Bidder should have valid Trade License, GMC contractor registration.
- 3. The bidders should not have been blacklisted/debarred by anyMinistry/Department/ Organization.
- 4. The Bidder must have a valid PAN and should be registered for the purpose of GST asapplicable.
- 5. The tenderer shall have its office and set-up in Guwahati for effective co-ordination for timely support services.

IV. BID PRICE-

- The tenderer shall indicate in the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- Prices indicated in the Price Schedule shall be the cost of the services quoted including all customs duties and GST and other taxes payable.
- The price shall be inclusive of packaging, transportation, handling and complete delivery of the items.
- Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

V. TERMS OF BIDDING-

- a. GMC reserves the right to cancel the tender process at any time before finalization and execution of the contract with or without assigning any reason.
- b. Rate contract with any bidder may be terminated with a prior written notice of 15 days.
- c. Language of Bid: All bids and supporting documentation shall be submitted in English.
- d. GMC reserves the right to accept or reject any or all bids without assigning any reason thereof and GMC's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal purchase order is signed and issued by duly authorized officials of the GMC.
- e. Any bid not containing enough information and documents which preclude a thorough

analysis will be rejected. Readability of the documents submitted must be ensured by the bidders, failing which bids may be rejected/not considered for evaluation.

- f. GMC shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- g. GMC is not responsible for non-receipt of bids within the specified date and time due to any reason.
- h. GMC also reserves the right to alter/modify any/some/all the requirements as it may deem necessary and notify the same on its website.
- i. The bidders should be agreeable for the same. All changes amendments would be informed through GMC website. No publishing will be done through print media.
- j. Bidders who do not meet the technical criteria stipulated by the GMC will not be considered for further evaluation.
- k. Bids to be complete in all respects and incomplete bids will be summarily rejected. The GMC will not entertain any correspondence in this regard. GMC shall have the right to cancel the Tender process at any time prior to award of contract, without thereby incurring any liabilities to the affected bidder(s). Reasons for cancellation, as determined by GMC at its sole discretion include but are not limited to, the following:
 - 1. Services contemplated are no longer required.
 - 2. Scope of work was not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments.
 - 3. Proposed prices are unacceptable to the work.
 - 4. The project is not in the best interest of GMC.
 - 5. Any other reason.
- I. GMC reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of Tender or even after award of contract.
- m. All pages of bid document should be stamped and signed by authorized signatory of the bidder.
- n. Bidders should carry out any change request necessitated by the GMC.
- **o**. GMC reserves the right to discontinue/close the project at any point of time without assigning any reason thereof and GMC's decision in this regard will be treated as final. By responding to this document, it is construed that the bidder has agreed to fully adhere to all the requirements of this Tender.

VI. <u>SCOPE OF SERVICES AND DETAILED TERMS AND CONDITIONS</u> <u>AGENCIES / COMPANIES RESPONSIBILITY</u>

- 1. The awarded contractor has to check the inventory and its condition and status prior to start of the work.
- 2. The existing damaged earthing points must be replaced with copper earthing (electrode type) with sealed and maintenance free chemical pit.
- 3. The earthing terminal must be duly connected and joined with the earth points in the DG set.
- 4. The separate DG circuit has to be switched by a 200 Amp MCCB for safety ON/OFF purpose.
- 5. All auxiliary connections must be duly checked for tightness before the system is handed over and work completion is provided by the concerned engineer-in-charge.

VII. INDEMNITY & LIABILITY

(a) The Bidder agrees to indemnify the GMC against all losses or claims in respect of any or all statutory / financial obligations arising out of any negligence or misconduct on

the part of the driver/contractor howsoever and in whatsoever manner caused to the GMC. GMC will not enter into any litigation whatsoever under any circumstances in respect of afore-stated statutory / financial obligations. Any litigation if so warranted/compelled will be conducted and pursued by the GMC at the cost of the Bidder only.

- (b) The Bidder shall be responsible and answerable for all claims from third parties including the employees of the GMC in the event of any accident or injury, death, loss or damage leading to / involving any liability caused by the Bidder or its driver/s or employees. If during the contract period, any loss or damage to property or life, death due to accidentetc., is caused either to the passenger, driver or any other third party, the GMC shall not be responsible for the same.
- (c) Until the formal handing over and delivery of the goods, the custody of the goods shall be the responsibility of the supplier. Ownership shall transfer only on successful Commissioning and certification.
- (d) The Bidder shall comply with the Rules / regulations under Motor Vehicle Act or any applicable Law and prescribed by the Assam Transport Authority for transportation.
- (e) The Bidder must replace faulty goods/failed goods or damaged goods within a period of 24 hours on receipt of such replacement request.
- (f) All claims and incidental expenses towards repairs, servicing the vehicle etc. shall be borne by the Bidder.
- (g) The Bidder shall be responsible for all legal compliances prescribed by Government of India and the State Governments concerned which shall among others include law relating to Income Tax, Accidents, ESI, EPF, Insurance, Contract Labor (Abolition & Regulation) Act, Industrial Disputes Act, Workmen Compensation Act, Payment of Wages Act, Minimum Wages Act etc. The Bidder along with the Motor vehicle Insurance Premium etc. shall submit proof of payment of statutory dues. Any breach of the applicable laws, rules and regulations would entitle the GMC to cancel the contract.
- (h) The security deposit of the successful Bidder shall remain deposited with the GMC during the period of contract which can be forfeited in case Bidders violates the terms and conditions of tender during this period and will not carry any interest.
- (i) GMC may seek additional security deposit/performance security prior to issuance of a supply order amounting to a value of 5% of the proposed supply order (detailed above in relevant section). The supplier must honour such request and make necessary submissions within a period of 7 days.

VIII. <u>PAYMENT SCHEDULE</u>:

The payment to the Contractor will be released by GMC on submission of invoices along with proof of adhering to the contract conditions. Bills must be supported with "Item receipt and acceptance Certificate" duly signed by authorized personnel of GMC with supporting photographs. Performance security shall only be released on satisfactory completion of defect rectification period.

IX. <u>PENALTIES</u>

While all contractual obligations will be strictly be observed and enforced, deductions will however be made for poor or unsatisfactory services, such as;

- (a) The GMC reserves the right of imposing penalties and the amount of such penalties shall be deducted from invoices/bills or the earnest money/security deposit kept with the GMC as the case may be.
- (b) Wherever the Bidder or his employees, after the award of the contract, is / are found indulging in fraudulent acts and dishonest practices like fake slips and similar kind of wrong practices by the Bidder/ employees, the contract shall be liable to be cancelled by the GMC with immediate effect and the security deposit shall be forfeited.
- (c) No upward price enhancement would be allowed on account of any reason, whatsoever, including increase in prices during the period of contract.
- (d) The GMC shall levy the penalty only after giving reasonable opportunity to the agency. In case of dispute, an appeal can be made to the Commissioner, GMC whose verdict shall be final in the matter.
- (e) Performance security shall be adjusted against penalties wherever applicable.

X. <u>Termination</u>

The GMC reserves its right to terminate the agreement for any reason at its absolutediscretion including but not limited to the following: -

(i) The GMC may, without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by fifteen (15) days notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the GMC or the GMC no more requires any such service and the Contract shall be deemed to have been terminated for all purposes on the expiry of the fifteenth (15) day from the date of receipt of the notice.

(ii) Other Grounds for Termination: The GMC is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice without assigning any reason and without payment of any compensation, in the following cases: -

- a) the bidder is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
- b) If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the bidder is convicted by a criminal court on grounds of moral turpitude.

- c) For any reason whatsoever, the bidder becomes disentitled in law to perform his obligations under this agreement.
- d) The Bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of the GMC.
- (iii) The termination of this agreement shall not affect the rights, remedies and obligations of the parties accruing prior to such termination.
- (iv) The Bidder shall upon termination of this Agreement forthwith hand over to GMC all documents, material and any other property belonging to GMC including any confidential information.

TECH FORM-1 In Non-Judicial Stamp Paper of Value Not less than Rs 100

RFB No:

I/We

Of (insert business address)

Hereby submit our bid in response to the Request for Bid (RFB) for

We hereby submit our confirmation and acceptance to all the clauses and terms of the RFB

Also, We commit to supply OEM authorized items only under this contract.

I/We understand that the Authority reserves the right to accept / reject any application and the selection is at their sole discretion.

Our Bid is valid for a period of 90 days (as per Bid Data-sheet).

Mr/Ms..... is authorized as the authorized signatory to make necessary processes and submissions in relation to this Bid.

We declare that we are not blacklisted by anyMinistry/Department/ Organization and our business dealing with the Government Ministries/Department have not been banned. We further declare that there is no conflicting interest of any manner in reference to this tender.

We understand that no upward price escalation is permitted

We are eligible to participate in this bidding process and the same is substantiated by the Form below as Annexure-1.

Authorized Signature

Name in full: Agency Name: Title:

Annexure I

Responsive Checklist for Technical Bid/Eligibility Criteria

S.N.	Particular	Acceptable documents	Supporting Attached at-
1		Trade License/ Incorporation/ GMC experience proof registration	
2	The bidders should not have been blacklisted/debarred by any Ministry/Department/ Organization.	FORM TECH 1 in non- judicial stamp paper.	
3	The Bidder must have a valid PAN and should be registered for the purpose of GST asapplicable.	Copy of PAN and GST.	
4	Office set-up in Guwahati for effective co-ordination	GST showing place of business and/or proof of lease /ownership.	

This is to certify that I/We certify that I/We before signing this bid have read and fully understood all the terms and conditions contained herein and under myself/ourselves abide by them. We further declare that--

- a) All the information furnished above are true to my knowledge. I have no objection to the GMC verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- b) In the event of any information or statement being found to be incorrect in any way and at any time, the same be construed to be a misrepresentation, enabling GMC to avoid / cancel any resultant contract and forfeit the EMD/security deposit.
- c) I / we further undertake that as and when called upon by the GMC for inspection, to produce original (s) of the documents of which copies have been attached hereto.
- d) No malicious goods shall be supplied under this contract.
- e) Any third party claims shall, by default pass on to us and GMC shall not be liable for such claims.
- f) It is certified that I / we have not been debarred or blacklisted from participation in Govt., tenders at the time of purchasing this tender document.

- g) I / We also certify that, I / We have understood all the terms and conditions indicated in the tender document and hereby accept the same completely and unconditionally.
- h) A warranty of 1 year shall be assured and the period shall be defect rectification period.

(Signature of tenderer)Rubber seal)

BASIC DETAILS OF THE BIDDER

- 1. Name-....
- 2. In Business Since-....
- 3. GSTIN-....
- 4. PAN-....
- 5. Contact Details- Email-....; Phone-....; Phone-.....;
- 6. Official Address -
- 7. Bankers Name-..... IFSC-..... IFSC-....
- 8. List of Previous Experience-

Sl.	Organization/Dept.	Year of Supply	Value

9. Turnover Abstract-

Average Annual Turnover of Last Three F. Ys- INR.....

Attach following documentary evidence: (a) Registration Certificate (b) Any other relevant document

Signature of Bidder:Seal / Stamp Date: Place FINANCIAL PART (TO BE SUBMITTED IN THE SAME ENVELOPE WITH TECHNICAL BID)

	::: Estimate ::: allied electrical works in the D.G. set Uzanbazar, GMC						
SI. No.	Items	Unit	Qty.	Rate	Amount		
1	Copper Chemical Earthing. Type of Earthing-Sealed maintenance- free chemical-filled earthing electrode.	each	4	48,550.00	1,94,200.00		
2	МССВ, 200 АМР, 3 РН	each	1	11,860.00	11,860.00		
		Total=	Total=	2,06,060.00			
		including 18% GST Grand Total =		37,090.80			
				2,43,150.80			
	Round off =				2,43,151.00		
	(Rupees Two Lakh Forty	Three Thousan	d One Hundro	ed Fifty One) only			