TENDER

FOR

Design, Manufacture, Testing, Supply, Dismantling, Installation, and Commissioning of LED Street Lights having Comprehensive Warranty up to 05 Years with Buyback of Dismantled Lights and Repair & Maintenance of Prior Installed 15,000 (Appx.) Nos. LED Street Lights and LED High Mast Lights along with new installed lights and CCMS + timer for period of 5 Years (60 Months) to Municipal Corporation, Shimla.

MUNICIPAL CORPORATION SHIMLA

HIMACHAL PRADESH – 1

Website:

https://shimlamc.hp.gov.in/TENDERS/INDEX
MUNICIPAL CORPORATION SHIMLA
HIMACHAL PRADESH - 1.

Ref: - MCS/PD/ELECT./2024/ **Date:**

M/s.

Sub: Design, Manufacture, Testing, Supply, Dismantling, Installation, and Commissioning of LED Street Lights having Comprehensive Warranty up to 05 Years with Buyback of Dismantled Lights and Repair & Maintenance of Prior Installed 15,000 (Appx.) Nos. LED Street Lights and LED High Mast Lights along with new installed lights and CCMS + timer for period of 5 Years (60 Months) to Municipal Corporation, Shimla.

Sir,

Tender documents in respect of the above mentioned works containing 31 pages as detailed on page 6 (Index) are forwarded herewith. ***Please note that tenderis to be issued in the office of the Addl. S.E. cum - Project Director, Municipal Corporation Shimla - 171001 up to .....***

The Tender should be signed on each page, dated and witnessed in all places provided for in the documents; all other papers should be initialed.

The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at .....

The person, signing the tender on behalf of company/firm or on behalf of another person shall attach with tender a certified copy of proper authority /power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person, company/firm and must state specifically that he has authority to sign such tenders for and on behalf of such person or company/firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

This letter shall form part of the **"CONTRACT"** and must be signed and returned along with the tender documents.

Yours faithfully

Encl. 31 Pages

Addl. S.E. cum - Project Director
Municipal Corporation Shimla

Signature of the Contractor with stamp

Tender notice for Design, Manufacture, Testing, Supply, Dismantling, Installation, and Commissioning of LED Street Lights having Comprehensive Warranty up to 05 Years with Buyback of Dismantled Lights and Repair & Maintenance of Prior Installed 15,000 (Appx.) Nos. LED Street Lights and LED High Mast Lights along with new installed lights and CCMS + timer for period of 5 Years (60 Months) to Municipal Corporation, Shimla.

Ref: - **Date:**

Online tenders single stage two envelop systems by the undersigned on behalf of the Commissioner, Municipal Corporation Shimla from the experienced Manufactures/Authorized dealer/contractors/Firms/Supplier/Individuals having sufficient experience and expertise, for the following work.

Sr. No.	Name of work	Amount put to tender (Rs.)	Earnest Money (Rs.)	Cost of tender (Rs.)	Time Limit
1	Design Manufacture Testing Supply Dismantling Installation and Commissioning of LED Street Lights having Comprehensive Warranty up to 05 Years with Buyback of Dismantled Lights and Repair and Maintenance of Prior Installed 15000 (Appx) Nos LED Street Lights and LED High Mast Lights along with new installed lights and CCMS + timer for period of 5 Years (60 Months) to Municipal Corporation, Shimla.	48260000/-	965200/-	5000/-	5 Years

1. Blank tender documents (non-transferable) for above work shall be issued from ..... to ..... on working days from the address given below on payment of required tender fee of Rs.5000/- (Rupees Five Thousand only) (non- refundable) in cash/DD in favour of "Commissioner, M.C. Shimla payable at Shimla. The bidders may also download the tender documents from the website however a separate demand draft of Rs 5000/- in favour of "Commissioner, M.C. Shimla payable at Shimla" is to be enclosed along-with the offer towards the cost of tender documents. No Cheque are acceptable. Quotations without EMD will be summarily rejected.

2. The tenderer shall take into account basic price, cost of labor, T&P, CGST/SGST as applicable, conveyance / cartage etc. before quoting the rates. No extra claim what so ever in this regard shall be entertained. Parties are required to quote their Pan No., CGST no. , SGST no. and PF Code.

3. The tenders should have completed minimum three works of similar nature of minimum value of 40 % of the estimated cost, or two works of 60 % of the estimated cost or one work of 80 % of the estimated cost in their name, during last 5 years. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by the reputed organization / MNC shall also be accepted. In case of certificates issued by the private party, copies of TDS should also be enclosed. Similar natures means that bidder should have executed the work of design, supply, erection, testing and commissioning of street Lighting / Transformers / HT/LT Panels/ DG sets/ HT /LT Cabling work.

4. Work of similar nature means "design, supply, erection, testing and commissioning of street lighting repair and maintenance work.

5. While applying for the tender document, the intending tenderers shall furnish proof of, experience certificates, works completed/awarded, valid work contract tax/CGST/SGST as applicable.

5. The tender issuing authority reserves the right to issue or refuse to issue the tender document to any party without assigning any reason.

7. M.C. Shimla reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

8. The bidders having valid registered with any state in India. However, in case the said registered contractor become L-1, he will have to deposit the security deposit after award of the work. The copy of the said certificate shall also be enclosed with the tender document for availing the benefits.

9. The tenderer must confirm their acceptance of the terms and conditions mentioned herein and the enclosed documents. Each page of the originalquotation document should be signed and returned back and this will form apart of the contract.

10. Complete tender document available on our website https://shimlamc.hp.gov.in/TENDERS/INDEX, any further corrigendum/addendum to this tender document shall be made available on aforesaid website. It is therefore, requested that the bidders may regularly visit the website for checking any corrigendum/addendum to this document.

11. All the communication with respect to the tender shall be addressed to:

Addl. S.E. cum - Project Director (Project Cell),
Municipal Corporation Shimla -1.

Addl. S.E. cum Project Director
Project Cell, M.C. Shimla

MUNICIPAL CORPORATION SHIMLA

HIMACHAL PRADESH – 1

Ref: -

Date:

INDEX OF TENDER DOCUMENTS

INSTRUCTIONS TO TENDERERS

1.0 GENERAL

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the Tender Document before framing up their tender.

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to site conditions, meansof access to the site.

3.0 SUBMISSION OF TENDER

The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

This envelope shall contain the following: -

EMD in the form of Demand Draft/FDR/BG drawn on a scheduled/nationalized bank in favour of 'Commissioner, M.C. Shimla payable at Shimla is accepted.

Details of the minimum three works of similar nature of minimum three works of similar nature of minimum value of 40 % of the estimated cost, or two works of 60 % of the estimated cost or one work of 80 % of the estimated cost in their name, during last 5 years. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by the reputed organization / MNC shall also be accepted. In case of certificates issued by the private party, copies of TDS should also be enclosed

Valid registration with Sales Tax department for Work Contract Tax/GST No. Tender cost in requisite form if tender down loaded from the Website.

3.1 Essentially qualifying criteria

Tenderer should submit the following documents with Technical bid.

1.) EMD in requisite form

2.) Tender cost in requisite form if tender is downloaded from https://shimlamc.hp.gov.in/TENDERS/INDEX website.

3.) Experience certificates /completion certificates.

4.) Registration certificate of GST.

4.0 ABNORMAL RATES

If it is noticed that the unit rates quoted by the Tenderer for any items are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless the Corporation is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand.

5.0 DEVIATIONS TO TENDER CLAUSES:

Tenderers are advised to submit the tenderers strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

6.0 VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders.

7.0 AWARD OF WORK

Corporation reserves the right to split the job into two or more parts and to award the work to separate agencies/contractors. Work shall be awarded to the lowest bidder, subject to the work experience and fulfillment of other terms & conditions and specifications.

8.0 ACCEPTANCE / REJECTION OF TENDER

i) Municipal Corporation Shimla does not bind itself to accept the lowest tender.

ii) Municipal Corporation Shimla also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.

iii) Municipal Corporation Shimla also reserves the absolute right to reject any or all the tenders at anytime solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of Municipal Corporation Shimla regarding the same shall be final and conclusive.

9.0 CORRECTIONS

No corrections or overwriting will be entertained in schedule of rates by using

correcting fluid. All correction in the schedule of rate should be initialed.

10.0 FIRM RATES

The rates quoted by bidder shall remain firm till completion of all works even during theextended period, if any, on any account what so ever. It is provided that the contractor shall not change any of the rates, quoted in the tender till the completion of work.

Addl. S.E. cum Project Director

Project Cell, M.C. Shimla

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

2. Corporation shall mean 'Municipal Corporation Shimla" and shall include their legal representatives, successors and permitted assigns.

3. The Contractor is required to approach the Corporation for execution of agreement for the said work as per the prescribed proforma to be provided by the Corporation on a non-judicial stamp paper of Rs.100/- within 10 days from the issue of the letter of award.

4. **Contract Documents:**

The Contractor shall be provided, free of charge, one certified true copy of the Contract Documents and of all further drawings, which may be issued during the progress of the Works. He shall keep these Documents on the Site in good order.

5. **Works to be carried out:**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, taxes tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

6. **Inspection of Site:**

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.

7. **Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

8. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

All errors in totaling in the amount column and in carrying forward totals shall becorrected.

9. **Security Deposit**:

Total security deposit shall be 10 % of the accepted tender cost and shall be deposited/deducted by/from the contractor as following: -

The earnest money deposited shall be converted into initial security deposit.

OR

Security will be recovered in every RA bills through deductions at the rate of ten per cent (10%) of the total completed work value.

9.1 All compensation or other sums of money payable by the contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from the security deposit.

9.2 Refund ***of Security deposit***: Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In-Charge certifying in writing that the work has been completed satisfactorily after defect liability period of 12 months.

9.3 No interest shall be payable to the contractor on the Security Deposit furnished/ recovered from the contractor, by the Corporation.

10 **Deviations/Variations Extent and Pricing**

The Engineer-in-charge shall have power (i) to make alteration, in omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in

writing signed by the Engineer-in Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except ashereafter provided.

10.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended if requested by the contractor, as follows:

i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

10.2 Deviation, Extra Items and PricingRates for Extra/ Additional Items

i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate.

ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.

iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i), and (ii) above, the contractor shall, within 7 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within fifteen days thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s) shall be final. Payment of such items shall be made accordingly.

11.0 Time and Extension for Delay:

11.1 The time allowed for execution of the works as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day after the date on which the Corporation issues written orders to commence the work or from the date of handing over of the site, whichever is earlier.

11.2 As soon as possible after the Contract is concluded the Engineer-in-Charge andthe Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works.

11.3 If the work be delayed by

(a) Force majeure or

(b) Abnormally bad weather or

(c) Serious loss or damage by fire, or

(d) Civil commotion, local combination of workmen strike or lockout, affectingany of the trades employed on the work, or

(e) Delay on the part of other contractors or tradesmen engaged by Corporationin executing work not forming part of the contract, or

(f) Any other cause, which, in the absolute discretion of the authority mentionedin Appendix, is beyond the Contractor's control;

11.4 Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

12 The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T&P) labour, P.O.L. & electricity/water required for execution of the work.

13 FORCE MAJEURE

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance

with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all thecontractors.

14 MATERIALS

All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.

15 Labour:

a.) The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.

b.) All the workers or employees deployed by the contractors shall consider the employees of contractor and corporation shall not have any liability what so ever in nature in regard to such workers/employees.

c.) The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

d.) The Contractor shall in respect of labour employed by him or his sub- contractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.

e.) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.

f) The Contractor shall indemnify and keep indemnified the Corporationagainst:

i) Any claim arising out of third party loss/ damage to life or propertycaused by/ during execution of the work.

pay

ii) Any claim arising out of loss/ damage to the workmen engaged by theContractor during execution of the work.

iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESIRegulations etc.

16 Inspections and Approval:

All work embracing more than process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the contractor shall give such facilities as may be required for such inspection and examination, at manufacturers works if necessary.

17 Liquidated Damages for Delay

Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.

18 Instruction and Notices:

18.1 Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

18.2 All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

18.3 Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.

If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Engineer-in-Charge shall give notice in writing to that

effect to the Contractor and Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

18.4 The Contractor shall be paid at Contract rates full amount for works executed at Site as certified by the Engineer-in-Charge.

19 Cancellation of Contract in Full or in Part:

If the Contractor:

a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from theEngineer-in-Charge; or

b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or

d. Violates any of the terms and conditions stipulated in this agreement

e. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

20 Liability for Damage, Defects or Imperfections and Rectification thereof:

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, cabins or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other

means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days' notice in writing to the Contractor.

21 Urgent Works:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses, the expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

22 VALUATIONS AND PAYMENT:

22.1 The Engineer-in-Charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract workdone in accordance therewith.

22.2 All items having a financial value shall be entered in Measurement Book, etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the contract.

22.4 Payment will be made on actual measurement basis as carried out at the site. The quantities given in the schedule of quantities are only approximate and contractor will have to carry out the work as per the increased/decreased quantity of work as per the directions of Engineer-in-Charge, for which no extra claim over and above the tender rate will be considered. For releasing the payment up-to accepted tender amount the Addl. S.E. cum Project Director (Project Cell) is the approving authority.

22.5 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements. In regard to measurement, variation; the decision taken by the Engineer-in-charge shall be final.
No escalation will be paid even in extended period, if any.

22.6 All measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the parties. If the Contractor objects to any of the measurements recorded on behalf of the Corporation a note to that effect shall be made in the Measurement Book against the item object to and such note shall be signed and dated by all the parties engaged in taking the measurement. The decision of the Competent Authority on

any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes of Arbitration in respect of all contract items, substituted items, extra items and deviations.

22.7. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

23 Methods of Measurement:

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

24 Income Tax/WCT/VAT

24.1 Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provision of Income Tax Act.

24.2 The Contractor shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / CGST/SGST. Necessary deductions will be made from the contractor's bill as applicable.

25 Carrying out part work at risk & cost of contractor

The Engineer-in-charge without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the Corporation, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

a) Take possession of the site and any materials, constructional plant,implements, Stores etc., thereon; and/or
b) Carry out the part work/ part incomplete work of any item(s) at the risk andcost of the contractor.

Any excess expenditure incurred or to be incurred by the Corporation in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Corporation as aforesaid without prejudice to any other right or remedy available to Corporation in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provision of the contract.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Addl. S.E. cum Project Director

Project Cell, M.C. Shimla

SIGNATURE OF THE CONTRACTOR

FORM OF TENDER

To

Addl. S.E. cum Project Director
Project Cell, M.C. Shimla – 1.

I/We have read and examined the following documents relatingto.....
.....

(Name of the Work)

a). Notice inviting tender.

b). Instructions to Tenderers

c). Technical Specifications

d). General Conditions of Contract including Contractors, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto if any.

e). Special Conditions of contracts if any.

f). Bill of Quantities

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in Appendix.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

A sum of Rs 9,97,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of "Commissioner, M.C. Shimla payable at Shimla". If I/We fail to keep the tender open as aforesaid of make

any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document.

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that Corporation shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

Signature of contractor.....

Duly authorized to sign the tender on behalf of the (in block capitals).....

.....

Dated.....

Witness.....

Date.....

Address.....

.....

APPENDIX

1.	Competent Authority	Municipal Corporation Shimla or his Authorized executives
2.	Earnest money/Security deposit	
	a) Estimated cost of the Works	Rs. 4,82,60,000/-
	b) Earnest money	Rs 9,65,200/- in the form of DD /Pay order in favour of Commissioner, M.C. Shimla payable at Shimla.
	c) Security Deposit	10% of the contract value.
3.	Deviation limit for items of work	
	Deviation limit beyond which clauses 10.2 / Development work	100% shall apply for the building
4.	Time allowed for execution of work	60 Days
5.	Authority competent to grant extension of time for or his any cause of delay which is beyond Authorized Representative Contractor's control	Addl. S.E. cum Project Directo
6.	Liquidated Damaged	0.5% (one half of one Percent) per week subject to a Maximum 10% value of the contract
7.	Approving Authority for releasing the payment up to the accepted tender cost.	Addl. S.E. cum Project Director Project Cell, M.C. Shimla
8.	Defect Liability Period	12 months from the date of Completion of work.
9.	Authority competent to reduce Compensation	Addl. S.E. cum Project Director. Project Cell, M. C. Shimla

(Signature of the Contractor)

SPECIAL CONDITIONS

1. Any facility not mentioned in this scope, but which is vital to repairing of street light poles is assumed to be included in the scope of work.
2. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted.
3. Electricity for erection at site will be provided free of cost at M.C. Shimla substation. However, cable, T &P etc. will have to be managed by the contractor
4. Contractor has to ensure safety and provide adequate supervision.
5. During working at site, some restrictions may be imposed by Engineer-in- Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
6. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
7. The tender shall be based on Conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
8. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Corporation shall forfeit the earnest money deposited by him along with the tender.
9. All the works to be carried out in accordance with latest CPWD/BIS Specifications and as per the directions of Engineer-in-charge.
10. **COST OF TESTS**
The contractor is bound to carry out the tests as per the CPWD/BIS/Applicable codes guidelines for ascertaining the quality of the works executed/ materials used as and when directed by the Engineer-in-charge. The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the contractor except for such exclusions as are specifically mentioned in the specifications laid down in the contract. The cost of all test carried out in Laboratories as directed by the Engineer-in-charge will be borne by the contractor.

Addl. S.E. cum Project Director
Municipal Corporation Shimla

SIGNATURE OF THE CONTRACTOR

5.1 Notes:

1. Tender documents and other instructions can be downloaded or viewed online from the portal https:/hptenders.gov.in by the interested Manufactures/Authorized dealer/Contractors/Firms/ Suppliers/Individuals.
2. As the bids are to be submitted online they are required to be encrypted and digitally signed. The bidders are advised to obtain Digital Signature Certificate (DSC) from suitable vendors or firms and authorized agency at the earliest.
3. Key dates are as under:-

1.	*Date of Online Publication*	*08.02.2024*	*5.00 PM*
2.	*Document Download Start Date and End Date*	*08.02.2024* *19.02.2024*	*5.00 PM* *upto* *5.00 PM*
3.	*Bid Submission Start Date and End Date*	*08.02.2024* *19.02.2024*	*5.00 PM* *upto* *5.00 PM*
4.	*Physical Submission of EMD, Cost of tender and other requisite documents*	*20.02.2024*	*Up to 1.00 PM*
5.	*Bid opening date for Technical Proposals (Online)*	*20.02.2024*	*3.00 PM*
6.	*Date of uploading list for Technically Qualified Bidder (online)*	*20.02.2024*	*5.00 PM*
7.	*Date & Place for opening of Financial Proposal (Online)*	*To be notified during uploading of Technical Evaluation Sheet of Bidders.*	

Tenders will be opened in the presence of the Manufactures/Authorized dealer/Contractors/Firms/ Supplier/Individuals or their authorized representatives, who may like to be present at the time of opening of the tenders.

4. Terms and conditions for submission of Technical and Financial Bid:-
   The e-tender documents shall be uploaded online on two covers;-

- Technical Bid (Cover 1): shall contain scanned copies of "eligibility" information.
- Financial Bid (Cover 2): shall contain "Financial Bid "on the prescribed form.

TECHNICAL BID (Cover 1): Shall contain scanned copies of following eligibility information (Scanned copies to be uploaded in PDF file)

i) The earnest money deposit of Rs. 9,65,200/- in the shape of Demand Draft or fixed deposit duly pledged in favor of The Commissioner, M. C. Shimla payable at Shimla.

ii) The performance Security of Rs. 10%/- in the shape of Demand draft or fixed deposit duly pledged in favor of The Commissioner, M.C. Shimla-1 at Shimla is to be submitted by the successful bidder at the time of award of work order which will be refunded after 6 months from the completion of work.

iii) The cost of Tender document of Rs. 5000/- in the shape of demand draft in favour of The Commissioner, M.C. Shimla payable on any nationalized bank at Shimla.

iv) The proof of self-Manufacturing/ Authorization certificate from manufacturer is to be provided.

v) Certificated of registration to be submitted by Manufactures/ Authorized/ dealer/ contractors/ Firms/ Supplier/ Individuals as per Govt. norms.

vi) Income Tax Return for the last three years.

vii) Sales tax/GST registration and latest clearance certificate thereof.

viii) Manufactures/Authorized/dealer/contractors/Firms/Supplier/Individuals would provide PAN/GST/Aadhar number as applicable

ix) Manufactures/Authorized/dealer/contractors/Firms/Supplier/Individuals shall have valid authorization from manufacturer/Dealer/ Distributor otherwise same will be rejected.

x) The conditional tenders shall not be accepted.

xi) Manufactures/Authorized/dealer/contractors/Firms/Supplier/Individuals should have executed one/two work of similar nature, in the recent past in the last 3 years. Proof of supply/work order to this effect shall be uploaded in Cover 1 i.e. Technical Bid.

xii) Manufactures/Authorized/dealer/contractors/Firms/Supplier/Individuals should have GST Registration in any state in India for supply/billing of the items.

xiii) Intending contractors must visit the site of work before submitting the tender and upload/submit a certificate of site visit with the techno-commercial bid.

xiv) Manufactures/ Authorized/dealer/contractors/ Firms/ Supplier/ Individuals have to submit the One Sample of each item at the time of physical submission of tender document, physical submission of Earnest Money Deposit and physical submission of cost of tender documents in the Office The Addl. Superintending Engineer -cum Project Director MC Shimla. The tender without samples will be summarily rejected.

TECHNICAL SPECIFICATIONS

The material to be used during the work must be of high specification, ISI Mark and entire satisfaction to the Engineer-in-Charge.

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3. **FINANCIAL BID (COVER 2):** Shall contain BOQ where Manufactures/Authorized/dealer/ contractors/Firms/Supplier/Individuals will quote his offer for each item. The rates should be quoted for M.C. Shimla Store at Dhalli exclusive of all other taxes.

i) Average of annual turnovers for the last three years (2019-20, 2020-21 and 2021-22) shall not be less than 50% of estimated cost.

ii) The tenderer should be a profit making organization during the last three years.

Other Terms and Conditions:

1. The Manufactures/ Authorized /dealer/ contractors/ Firms/ Supplier/ Individuals can participate in e-tendering process.
2. The contractor will submit the attested documents as per TECHNICAL BID (cover-1) along with original Demand Drafts/FDR for EMD and Demand Draft for the cost of Tender Form in the office of the The Addl. Superintending Engineer - cum Project Director MC Shimla on or before ----------at ---------- A.M.) No bid shall be accepted through telegraphic means or over email etc.
3. The Addl. Superintending Engineer -cum Project Director MC Shimla reserves the right to reject any or all bids without assigning any reason whatsoever.
4. All legal disputes are subject to the jurisdiction of Civil Courts at Shimla only.
5. The Purchase Committee or the Commissioner, MC Shimla reserves the right to vary the quantity (increase or decrease) within the validity of the contract without any change in price or other items and conditions with commensurate increase or decrease in delivery period. The approximate requirements are given in the bid document. But it must be clearly understood that the demand may fluctuate and no definite quantity can be guaranteed. Bidder shall be bound to supply the item(s) in such a quantity as required by MC Shimla.
6. Data Sheet of the product(s) offered in the bid are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product

specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. All bidders must submit the complete bid documents online only signed and stamped. Each and Every page of the tender document attached with bid and they should be numbered and proper index for each document should be attached.

8. Firstly, the technical bid shall be opened. Technical bids will be evaluated in consonance with eligibility criteria and specifications mentioned in the bid. Sample of quoted product will also be evaluated. The L-1 bidders will be decided as per rates quoted and sample submitted. The bid without samples will be summarily rejected.

9. The Bidder should give an undertaking on Rs. 100/- legal stamp paper that the bidder & OEM has not been blacklisted with any of the Central Government Department and any State Department/ PSU/ Banks & Financial institutions on account of corrupt or fraudulent practices during last 03 years.

10. The offer quoted in the bid shall be final (Inclusive of all applicable taxes and levies). No price variation on account of any reason shall be entertained later.

11. The responsibility of the Bidder under the contract will be to supply quality product and service support thereafter.

12. The responsibility of the Bidder is to supply brand new and standard products without any damage with its/their installation and commissioning as per specifications.

13. Bidder should comply with relevant ISI standards/specifications and meet certification requirements with valid certificates for manufacturing practices of the product. Valid certificate to prove the genuineness of the products and of ISI/BIS/ISO standard should be attached. No new documents will be acceptable at the time of technical clarification. Technical clarification, if required, will be sought only on the historical documents.

14. Bidder's offer is liable to be rejected if they don't upload any of the certificates/documents sought in the Bid document, ATC and Corrigendum (if any).

15. Sample quoted by bidder if approved is found mismatch with the final items, Department will be liable to cancel the complete order.

16. If the tender opening day is a holiday, the tenders shall be opened on the next working day at the same time.

17 The supply should be done within 30 days after the award of the work order, else the work order shall stand cancelled and the EMD and Performance security shall be summarily forfeited.

18 To keep repair, maintenance, Batch failure materials and Accessories (like different wattage of drivers, modules, SPD, Glass, PCB, wire, M.C.B. Timer, CCMS, Arm + clamp) on surplus basis always in vendor store. M.C., Shimla will pay the cost of accessories and materials on the actual basis to vendors.

19 To resolve complaints regarding repair and maintenance of LED Street lights inside M.C., Shimla Premises within stipulated time frame i.e. 48 hours.

20 To deploy the two teams consisting of 6 skilled technician each for the purpose of repair and maintenance of LED Street lights on regular basis without break (24x7 within a week time) any failure to this M.C., Shimla will impose the Penalty on vendors.

21 Vendors should ensure the night patrolling for proper check and functioning of LED street lights on 15 days basis with H.P.SE.B Ltd. technical staff as well as concerned ward Councilors.

22 If there will be change in technology the vendor will have to adopt changed/new technology.

23 In case of supply orders of LED street lights fixtures, Arm, 2 set of clamps, repair and maintenance materials will be supplied by vendors on stipulated time frame.

24 M.C., Shimla reserves the rights to cancel the agreement during execution if the work being executed will not be to the entire satisfaction of Engineer-in-Charge.

25 Vendor has to develop best co-operation with H.P.SEB. Ltd. To facilitate the General Public of M.C. Shimla.

26 Vendor has to issue Toll free number for addressing the complaints by General Public towards services offered by vendors.

27 In case if the workers deployed by the vendors, are not being paid by him, the payment will be made to them directly by M.C. Shimla and the same will be deducted from the bill of the Vendor.

28 This agreement is for next five following years and enforced with effective from 28th February 2024 to 27 February, 2029.

29 If any terms and conditions not enforced in Agreement, can be added at any stage of time of execution of work.

30. Set the timing of LED Street lights & High Mast Lights as per schedule fixed by M.C. Shimla or depending upon the season. If any programme can be organized at Ridge and Mall road, time can be adjusted as per required conditions to avoid financial loses bear by M.C. Shimla due to day & night illumination of street lights. The details of scheduled time for ON/OFF have been mentioned in the table below:-

Sr. No.	Shimla Street Lights Time Schedule			Remarks
	ON/OFF Schedule for street lights	ON Time	OFF Time	
1.	01st Dec to 15th January	5:20 PM	6:40 AM	May have to be changed as per directions of higher authority
2.	16th Jan to 30th April	5:40 PM	6:15 AM	
3.	01st May to 15th Aug	7:15 PM	5:30 AM	
4.	16th Aug to 30th Sep.	6:45 PM	6:10 AM	
5.	01st Oct to 31st Oct	6:00 PM	6:20 AM	
6.	01st Nov to 30th Nov	6:30 PM	6:40 AM	

31 The Municipal Corporation Shimla will not be responsible for delay in transit/ damage/ loss of bid documents sent by post/ speed post. The Commissioner, MC Shimla/ Addl. S.E. cum-Project Director reserves rights to accept/reject the tenders without assigning any reason. Tender document may be downloaded from the website www.hptenders.gov.in. For more information, please visit www. Shimlamc.org, M.C. Shimla can be contacted on any working day between 10:00 AM to 5:00 PM on 0177- 2812899 at Ext. 231 Project Cell.

Addl. S.E. cum-Project Director
Project Cell, Municipal Corporation, Shimla.

Schedule of Work

Sr. Nos.	Name of sub Work	Qty. (Approximately	Unit Rate	Remarks
1.	Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 05 Years (A1) 45W LED Street Light 5500 Lumens.	100	Per light	
2.	Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 05 Years (A2) 75W LED Street Light 9000 Lumens.	300	Per light	
3.	Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 05 Years (A3) 110W LED Street Light 13500 Lumens.	300	Per light	
4.	Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 05 Years (A4) 190W LED Street Light 23500 Lumens.	100	Per light	
5.	Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 05 Years (A5) 190W LED Flood Light 23500 Lumens.	200	Per light	
6.	Dismantling, retrofit/installation and commissioning of LED Lights (B).	1000	Per light per month	
7.	Repair and Maintenance Rate per Light along with CCMS etc. in Phase -1 Shimla (C).	15000	Per light per month	

8.	Repair and Maintenance Rate per Light along with CCMS etc. in Phase -2 Shimla	1000	Per light per month	
9.	Buyback amount per dismantled old Light.	1000	Per light recovered	
Total				

Total amounts in words _____

Signature of bidder with stamp

<u>List of approved makes:</u>

Material should be of branded make as approved by ISI.