

Municipal Corporation Shimla (MCS)**E-Procurement Notice
INVITATION FOR BIDS (IFB)**

1. The Executive Engineer , (R&B) M.C. Shimla, on behalf of Commissioner M.C. Shimla invites the online bids on item rate, in electronic tendering system, in 2 Cover System for **Supplying, Installation, Testing & Commissioning of LED Screens depicting different information on the Gantries at various locations in Shimla Town under "Shimla Smart City Mission"**. You are requested to quote your best offer/bid for the same.

Sr. No.	Name of work	Amount put to tender (Rs.)	Earnest Money (Rs.)	Cost of tender (Rs.)	Time Limit
1	Supplying, Installation, Testing & Commissioning of 10 Nos. LED Screens both sides of the Gantries at different locations in Shimla Town under "Shimla Smart City Mission"	12,00,000/-	24,000/-	500/-	Two months

2. **Availability of Bid Document and mode of submission:** The Bid document is available online and bid should be submitted in online mode on website: <https://hptenders.gov.in>. Bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in Municipal Corporation Shimla may obtain the same from the website: <https://hptenders.gov.in> Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.

3. **Key Dates:**

(i)	Date of Online Publication	21.03.2021	5.00 PM
(ii)	Document Download Start Date and End Date	21.03.2021 28.03.2021	5.00 PM upto 5.00 PM
(iii)	Bid Submission Start Date and End Date	21.03.2021 28.03.2021	5.00 PM upto 5.00 PM
(iv)	Physical Submission of EMD and Cost of Tender Document	29.03.2021	1.00 PM
(v)	Date of Technical Bid opening, Evaluation of Technical Bid followed by Opening of Financial Bid.	29.03.2021	2.00 PM

4. **SCOPE & SPECIFICATION OF WORK:** The scope and specification of work shall be as detailed in BOQ.
5. **TENDER DETAILS:** The Tender Documents shall be uploaded online in 2 Cover: (i) Cover-1: shall contain scanned copies of all "Technical Documents/ Eligibility Information". (ii) Cover-2: shall contain "BOQ/Financial Bid", where contractor will quote his offer for each item.
6. **SUBMISSION OF ORIGINAL DOCUMENTS:** The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) original bid security/Earnest Money Deposit (EMD) and other Technical Documents in O/o Executive Engineer, Road & building Department M.C. Shimla, H.P. as specified in Key dates Sr. No. 3(iv) on Tender Opening Date, failing which the bids will be declared non-responsive.
7. **BID OPENING DETAILS:** The bids shall be opened on **29.03.2021** at 03.00 PM in the office of Executive Engineer, R&B M.C. Shimla H.P. by the authorized officer. In their interest the tenderer are advised to be present along with original documents at the time of opening of tenders. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
3. **FINANCIAL EVALUATION:** Financial Bid (Microsoft Excel File) is to be downloaded from website: <https://hptenders.gov.in> and then is to be filled, saved and uploaded (through digital signature) on the same website and not be submitted in hard copy at all. The Financial Bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to M.C. Shimla. Financial proposals shall be opened only for Technically Qualified Bidders. Bidders shall be required to quote rates for the complete scope of work as detailed in BOQ. The bidder shall quote on item rate basis against the items mentioned in the BOQ. Bidder with the lowest quote rate shall be declared L-1 bidder.
9. **GENERAL TERMS & CONDITIONS:**
- (i) Tenders can be uploaded on web site portal <https://hptenders.gov.in> up to date shown/given above in 3(iii) and opened on the date and time shown above in 3(v).
 - (ii) The Dealer/Authorized Dealer/Manufacturer/firm/Supplier (hereinafter called "Bidder/Contractor") having valid licenses as applicable under any law in force, can quote your best offer/bid for the work mentioned above. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with/selling of above product. The Bidder will further ensure and undertake that their licenses remain valid till the end of the contract period.
 - (iii) The Bidder should not have been debarred/black-listed by any Govt/ Semi-Govt/ Public Sector organization.
 - (iv) The entity should be registered with GST authorities.
 - (v) The Bidder shall not be permitted to withdraw or modify his offer/bid. In case the Bidder fail to observe and comply with stipulation made herein or

backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

- (vi) Bids without EMD will be summarily rejected.
- (vii) Offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- (viii) The Bidder must quote the rates as per format of BOQ should be worked out and the requisite totals be given.
- (ix) The Bidder should read the specification carefully before submitting the tender.
- (x) If it is found that the tender is not submitted in proper manner or contains too many corrections of absurd rates or amounts it would be open to take suitable action against the tenderer.
- (xi) The acceptance of a tender after opening will rest with the Executive Engineer, who does not bind himself to accept the lowest tenders and reserve to himself the right to reject any or all of the tenders received without assigning any reason. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- (xii) Canvassing/compartmentalization are strictly prohibited and the tenders submitted by the bidders who resort to same shall be liable for rejection.
- (xiii) It is in the interest of the Bidder that he visits the site of work and acquaints himself with conditions prevalent there before submitting his tender, as no claim whatsoever shall be entertained once tender has been submitted.
- (xiv) On acceptance of the tender, the name of the authorized representative(s) of the Bidder who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.
- (xv) The time allowed for completion of the work as shown above shall be reckoned from the seventh day of the date of written orders to commence the work, by the Engineer-in-charge.
- (xvi) **The bidder shall be required to submit the Earnest Money Deposit (EMD) in shape of Fixed Deposit Receipt (FDR) of a Nationalized bank duly pledged in favour of the Executive Engineer M.C. Shimla. The EMD of the successful bidder shall be returned after completion of job and for unsuccessful bidder(s) it would be returned after award of the contract. Also the bidder shall be required to submit the cost of tender by way of Demand Draft. The Demand Draft of cost of tender should be prepared separately and drawn in favour of Executive Engineer, R&B, M.C. Shimla. The EMD & Cost of Tender must deliver to R&B, M.C. Shimla on the time of Bid Submission. Exemption of EMD shall not be allowed.**
- (xvii) The tenders of those Bidders who do not deposit the Earnest Money and Cost of tender in the prescribed manner will not be opened and will be summarily rejected.
- (xviii) In case where a Bidder was lowest or other than the lowest & whose offer has been accepted, either withdraws the offer or fails to commence the work

- on written order of the Executive Engineer, the earnest money so deposited by the Bidder shall stand forfeited.
- (xix) Other details can be seen in the bidding documents. The officer inviting tender shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
- (xx) The contractors/firms must maintain a wage register/Mustrol at the site of work place and it should be verified from time to time by the inspecting authorities, alongwith any award of work order/documents. Any default by the contractor will render him in-eligible for future participation in the tendering process, for failure to comply with the mandate of the provident fund organization and for furnishing wrong information.
- (xxi) The contractors/firms should also see all specifications and in case of doubt, should obtain required clarification from the Executive engineer, R&B, M.C. Shimla, which may in any way influence his tender as no claim whatsoever shall be entertained for any alleged ignorance therefore, once tender has been opened.
- (xxii) The bids for the work/job shall remain valid for acceptance for a period not less than 120 days after the deadline date for bid submission
- (xxiii) No subletting of work/supply is permissible.
- (xxiv) All statutory deductions such as GST/Income Tax/Labour Cess or any other statutory levies as levied by Govt. of Himachal Pradesh or Govt. of India from time to time shall be payable and deducted from the bills of contractor at the prescribed rates and Govt. will not entertain any claim whatsoever on this account.
- (xxv) Bidder shall have submitted original certificates as required on the demand of Technical Evaluation Committee. Unclear and unreadable documents shall not be entertained and shall be straightway rejected.
- (xxvi) Bidder shall submit a copy of the tender document i.e. Tender Notice (e-procurement notice) and addendum/ corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender document.

10. **ELIGIBILITY CRITERIA:**

1. The following documents are to be furnished by the Bidder along with Technical Bid as per the tender document:
 - a) Duly filled signed & scanned of Annexure-I.
 - b) Certificate of entity registered.
 - c) Certificate of Manufacturer (OEM) or Authorized Dealer/Supplier.
 - d) Copy of PAN Card.
 - e) Copy of GST Registration Certificate
 - f) Duly Signed & scanned copy of E-procurement Notice.

- g) Affidavit to the effect that the contractor/ owner of firm/company has not been blacklisted/ debarred/ banned by any Govt., Semi-Govt. Department, or any other organization in past.

Failure to meet the mandatory qualifying criteria will lead to bid as unresponsive.

11. **SPECIFICATION:** Bids which are not meeting the bid specifications are not permitted and will be rejected.
12. **WARRANTY :** The bidder shall be required to provide one year onsite warranty for the LED Screen to be installed under this tender. Bidder must have Local Registered Service Office in Himachal Pradesh in case any complaint can be attended within 24-48 hours. If any damage is occurred to the LED Screen within defect liability period, the firm will replace LED Screen within 15 days. If the firm failed to repair/replace the LED Screen within stipulated time, the EMD deposit will be forfeited by the department.
13. **SECURITY:** The contractor shall be required to deduct the amount @10% from his bill as security and this amount shall be kept 60 days beyond the completion of the warranty period. i.e. one year.
14. **Manufacture Authorization Certificate:** Bidder shall be required to submit Manufacturer certificate for the LED Screen under this tender. If the bidder is not Manufacturer, the bidder must submit the manufacturer's authorization certificate from the Original Manufacturer on the company's letterhead with the technical bid. The Original Manufacturer and their authorized Dealer/Supplier shall not be considered together in the tendering process. In this case, the authorized Dealer/Supplier shall not be considered and rejected.
15. **Quality of Goods:** The bidder will be entirely responsible for quality of installed product. The bidder should replace the rejected/ damaged product within 10 days, failing which penalty will be imposed by the M.C. Shimla.
16. **Demonstration:** The bidders may be asked to demonstrate the product as and when required by M.C. Shimla failing which their bid/offer shall be rejected. Failure to demonstrate, offer will be summarily rejected. The expenditure incurred for demonstrating the items will be borne by the bidder, no claim in this regard will be entertained.
17. **RATE:** Rate should be inclusive of all taxes and duties including Customs Duty, Excise Duty, GST, etc. It should also include packing, forwarding, transport, insurance, loading/unloading, installation, etc. Rate should be quoted only in Indian Rupees (INR) inclusive of all the charges. Rate shall be quoted in the Financial Bid on BOQ format.
18. **DELIVERY AND INSTALLATION:** The items shall be delivered and successfully installed/commissioned within 60 days from the issue of award letter. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the product on or before the stipulated date, then a penalty at the rate of 1% on the tender cost for delay of each day shall be levied.

19. **SIGNING OF CONTRACT:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs.50/- within seven days of the issue of the Letter of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of Bid shall be considered as cancelled.
20. **ARBITRATION:** If any dispute or difference arises concerning this agreement, its interpretation or payment to be made there-under, the parties shall make every effort to resolve the same amicable by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, either of the parties may make a request to the other party of its intention to commence arbitration. In the case of a dispute or difference arising between the parties relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred for arbitration to the Superintending Engineer of the circle of Buildings and Roads Branch of the HP Public Works Department concerned for the time being and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery of deduction of money, only the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.
21. **BREACH OF TERMS AND CONDITIONS:** In Case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by M.C. Shimla in that event the EMD shall also stands forfeited.
22. The Municipal Corporation Shimla or the officer or sub-committee authorized by the Corporation to accept tenders shall have the right of rejecting the whole or any of the tenders.



**Executive Engineer
(R&B) M.C. Shimla**

Annexure-I

Sr. No.	Description	Detail
1.	Name of Bidder:	
2.	Complete Address:	
3.	E-mail Address:	
4.	Whatsapp M. No.	
5.	Tender Cost	Demand Draft No.....Rs.....
6.	Earnest Money Deposit	FDR No.....Rs.....
7.	Registration No.	
8.	Original Manufacturer Certificate	
9.	PAN No.	
10.	GST No.	
11.	EPF No.	
12.	Scanned & Signed tender documents	
13.	Experience, if any	

Certified that information furnished above are true to the best of my knowledge and belief.

Signature

Name:

Annexure-II

Specifications						
Sr. No.	Particular	Qty		Rate (Rs.)	Unit	Amount (Rs.)
1	Supplying, Installation, Testing & Commissioning of Red Colour LED Moving Display Screen/Board with Day Visible Red Colour, Rain resistant, Multi Language, Multi effect, Wifi Data input, Adjustable speed, p10 LED module with one year warranty size 8x1.5 ft (Rate should be inclusive of all taxes & charges of training of operator)	10	Nos		Each	
2	Installation of Scaffolding if required as per site.	10	Nos		Each	

Note:-

- 1 Interested bidder must visit the site before quoted the price.
- 2 Bidder must install the LED Screen as per direction of Engineer In-charge.
- 3 **Bidder must submit authorization certificate of product No.1**
- 4 **Rate should be inclusive of all taxes.**

MANUFACTURES'S AUTHORISATION FORM

To

(Name and address of the purchaser)

Dear Sir/Madam,

Ref. Your tender document No _____ dated _____

We, _____ who are proven and reputable manufactures of _____ (name and description of the goods offered in the tender) having factories at _____ hereby authorize M/s _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than M/s _____ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above product manufactured by us.

We also hereby provide warranty for our supplied product for three years for the product offered for supply by the above firm against this tender document.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messer

[Name & address of the manufactures]

Note:

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter must be enclosed, uploaded.

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE TENDER DOCUMENT**

To

The Executive Engineer,
R&B, M.C. Shimla

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document for Supplying, Installation, Testing & Commissioning of LED Screen on the Gantries at different locations in Shimla Town. I declare that all the provisions of this Tender Document are acceptable to me/my firm. I further certify that I am an authorized signatory of my firm and am, therefore, competent to make this declaration.

Yours very truly,

Name:

Designation:

Company:

Address:

DECLARATION REGARDING PAST PERFORMANCE

To

The Executive Engineer,
R&B, M.C. Shimla

**(TENDER FOR Supplying, Installation, Testing & Commissioning of
LED Screen on the Gantries at different locations in Shimla Town)**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document (e-procurement notice) regarding Supplying, Installation, Testing & Commissioning of LED Screen on the Gantries at different locations in Shimla Town. I hereby declare that my firm has not been debarred/black listed by any Government/ Semi Government organizations for quality/service products nor is there any pending dispute regarding short installation/service. I further certify that I am an authorized signatory of my firm and am, therefore, competent to make this declaration.

Yours very truly,

Name.....

Designation.....

Company.....

Address.....

NOTE: Declaration should be uploaded on stamp paper and the same should be notarized.

AGREEMENT

This agreement made on the day of _____ between _____

(Hereinafter called the 1st party) and Shri _____, Commissioner, M.C. Shimla on behalf of M.C. Shimla (hereinafter called the 2nd party) to sign their agreement:

1. Whereas the Municipal Corporation Shimla has invited the tender for work *_____* as _____ and the contractor/bidder (i.e. 1st party) has submitted his rates pursuant to the notice inviting tender, along with the other contractors and the rates as mentioned in the award letter No. _____ dated _____ of the contractor for the execution of the above work has been accepted by the Municipal Corporation, Shimla.
2. The Contractors (1st party) shall abide by all the conditions laid down in the Notice Inviting Tender (e-procurement notice) and the terms & conditions mentioned in the award letter dated _____ issued in connection with this work.
3. The 1st party shall observe the time allowed for carrying out the work strictly and time for completion of the work shall be the essence of the contract on the part of the 1st party. The work of the contract be proceeded with all due diligence and in case of non-completion of work within the stipulated period the 1st party shall pay a penalty/compensation of an amount equal to 1% on the tender cost for delay of each day to the 2nd party. However, if the 2nd party is satisfied that the delay is due to bonafide reasons or due to circumstances beyond the control of the 1st party it may realise this penalty at a rate less than one percent. Provided further that nothing shall prevent the 2nd party to debar the 1st party from undertaking any further works/contract of M.C. Shimla in addition to the said compensation/penalty if he is satisfied that the delay is attributable to the negligence, carelessness or incompetence of the 1st party.
4. The 2nd party i.e., Commissioner, Municipal Corporation, Shimla shall have a right to rescind the contract in respect of any delay or inferior workmanship or otherwise for any breach of the contract. Upon such rescinding, the earnest money of the contractor i.e. 1st party shall be liable to be forfeited in favour of Municipal Corporation, Shimla in addition to the other action as deemed fit by the 2nd party.
3. If the contractor desires the extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution on any other ground, he shall apply in writing to the Executive Engineer, R&B, M.C. Shimla within thirty days from the date of the hindrance on account of which he desires such extension aforesaid, and Executive Engineer, R&B, M.C. Shimla shall, if in his opinion (which shall be final), reasonable grounds be shown therefore, authorise such extension of time if any, as may, in his opinion be necessary or proper.
5. The Contractor shall execute every part of work in the most substantial and workman like manner and materials be used strictly in accordance with the

specifications. The work shall also conform to the designs, drawings and instructions in respect of the work approved by Municipal Corporation, Shimla from time to time.

In witness whereof the Contractor and Commissioner have here into set and subscribe their signatures in the presence of the witnesses on this day of _____ at Shimla.

In witness whereof.

Signature of Contractor

Address:-

(Authorised Signatory on
behalf of Commissioner,
M.C. Shimla)
Executive Engineer,
Roads & Bldg. Deptt.
M.C. Shimla

Witnesses:-

1. _____

2. _____

3. _____