



BERHAMPUR MUNICIPAL CORPORATION
QUOTATION CALL NOTICE

No._11916

Dt._01-09-2023

Commissioner Berhampur Municipal Corporation invites sealed competitive Quotation from the eligible competent Firm/ Agency / Suppliers for Supplying and Installation of Auditorium Chairs at Town Hall of BeMC in Ward no.22 with the technical Specification / Configuration As mentioned in ANNEXURE-1 of QUOTATION Document.

- The Quotation Documents can be viewed and Downloaded From the website www.berhampur.gov.in with Effect from 11.00AM on Date_04-09-2023 to 5.00pm on Dt.14-09-2023
- The Quotation Documents should be Accompanied with a tender fee. (Non Refundable) Amounting to Rs2360.00 (inclusive of 18% GST). And earnest money Deposit (EMD) Amount to Rs_4000.00 payable by way of demand draft drawn in favour of commissioner Berhampur Municipal Corporation . Payable at Berhampur.
- Quotationers are Requested to Go Through the General Instruction, Instruction to Bidders, technical specification and must submit the Quotations complete in all respect strictly in Accordance with the instructions mentioned in the Quotation Document failing which the Quotation are liable to be Rejected.
- Quotation Documents shall be Submitted through Registered Post/ Speed Post or to be Delivered in the single window system of BeMC. Superscripted **Quotation For supply of Auditorium chairs for town hall of BeMC.** Addressed to Commissioner of Berhampur Municipal Corporation In front of the police Station, Ramlingeswar park Road, Berhampur, Ganjam,Odisha.76002.
- Tenders will be opened at 11.00 AM on Dt. 15-09-2023_in the Presence of such quotationers or their Authorized Represented who wish to attend.

- Corrigendum if any would be appear only on the website **www.berhampur.gov.in** and not to be published. Any queries Regarding the terms of Reference can be obtained from the office of the municipal Commissioner, BeMC on any working Days upto 15.00 Hrs on Date 12-09-2023 through email- mcbemc08@gmail.com Addressed to Commissioner BeMC.
- Incomplete quotations, conditional quotation, quotation received without EMD and quotation received after the stipulated time shall out rightly be rejected.
- In case of any dispute in the award of the work of terms and condition of award and execution of works the decision of commissioner BeMC is final and binding on all parties. BeMC reserves the risht of reject any one or all the quotations (s) without assigning reason thereof.
- In case the office of BeMC happens to be closed on last date and time mentioned for any event such as opening of technical bid/financial bid etc. The said event will take place on the next working days at the same time and same venue.
- The successful quotationer should execute on agreement in non judicial stamp paper Rs 100/- (rupees one hundred) only at the supply of items and finish the security deposit of 5% of total cost of items quoted in form of term deposit/bank gurantee/ demand draft drawn in favour of commissioner Berhampur Municipal Corporation in the format provided vide Annexure_____.
- Firms who are exempted from payment of EMD should finish copy of currently valid certificates issued by competent authority.
- The cost of the item rate should be inclusive of all taxes for the supply and installation at the worksite i.e. town hall of BeMC The exact specifications, details of make, model, name of manufacturer, warranty details etc. of the item if any Bandh / strike / any unexpected Holidays occurs on the date of opening of the tender / quotation , the same will be opened on the next working day. must be clearly specified. Copies of detailed technical literature and illustrated brochures of the units quoted are to be included along with the offer. Details of maintenance service contract offered after expiry of normal warranty, spare parts availability and after-sales service

facilities available should be indicated Offers without these are liable to be rejected.

- Prices quoted should be valid up to three months from the finalization of tenders quotation .
- On acceptance, the supply order will be placed and the invoice should be addressed to The Commissioner, Berhampur Municipal Corporation. The payment will be effected only after satisfactory supply, installation of the item at the Auditorium of town hall of BeMC, in working condition and necessary demonstration by authorized service personnel.
- Tenders insisting payment in advance either full or part for releasing the documents through bank are liable for rejection.
- List of users giving the exact address of the contact persons and the model number of the units available at these locations, have to be provided. Evidence of exclusive/authorized distributorship from foreign principals should be provided along with the offers for overseas products.
- Commissioner BeMC, has the right to accept or reject any or all of the offers without assigning any reason all the rules and regulation applicable to Government Tenders will be applicable to this tender also.

Sd/
Commissioner
Berhampur Municipal Corporation

SPECIFIC INSTRUCTIONS TO QUOTATIONER

- The scope of work involves the **“Supply, Installation, Supplying and Installation of Auditorium Chairs at Town Hall of BeMC.**
- The quotations are invited in sealed envelope containing technical and commercial bid and financial bid. The quotation will be opened on the due dates as specified in ‘Quotation Notice’.
- The quotationers are expected to fill their quotation carefully and scrutinized same before delivering to the office of Commissioner BeMC. No variation in any ground such as mistakes or misunderstanding will be allowed after the quotation is opened, recommended, or accepted. The rates and cost must be quoted in figures as well as in words.
- **The envelope shall contain the certified copies of the following documents.**
 - i) Registration certificate of the company.
 - ii) GST registration certificate.
 - iii) Original quotation documents duly signed and stamped.
 - iv) Copy of PAN card with photographs duly certified.
 - v) Address proof.
 - vi) Work Order, Work completion certificate etc.
 - vii) Manufacture, Data sheet.
- The Quotationer must state the names and address of the partners including e-mail id Address of the firm in the space provided for in the quotation document. Any Quotationer failing to do so will be render himself liable to have his Quotation deposit for forfeited.
- If any Quotationer fails to comply with any of the above mandatory conditions or fails to submit relevant information with the quotation, it will be open the department to call for necessary information/clarification/documents from the quotationer before proceeding further with the evaluation of the quotation within a period of three days from the date of opening of quotation.
- The Quotationer must fill up the Quotation in the format given. If it is filled up in any other format, the same will berejected.
- The Quotation copy shall be submitted along with the Quotation submittal duly signed on each page as a token of acceptance of the terms and conditions.

- The quotation shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the persons signing the quotation. Any correction in the quotation documents shall be endorsed by the quotationer with the signature.
- The EMD may be forfeited
- If the quotationer withdraws the quotation during the period of validity specified by the quotationer on the quotation form, In the case of a successful Quotationer, if the quotationer fails;
- To sign the contract in accordance;
- To furnish performance security in accordance with relevant clause.
- **Note :-** The micro & Small Enterprises registered with NSIC / MSME are exempted from the submission of EMD / Bid security Deposit on production of Requisite proof in the form of valid certification from NSIC /MSME for the tendered items / Services. Micro & small enterprises having UDYOG are also entitled For the above Exemption for which submission of valid memorandum. Certificate is must.
- All pages of the quotation, except for printed literature shall be initialed by the person or persons signing the quotation.
- Quotations must be received at the address specified above not later than 5.00 pm on 14.09.2023 (Please note that quotations will not be accepted after the hour and date fixed for opening the quotations.)
- Any quotation received after the deadline for submission of quotations presented by the department shall be out rightly rejected.
- The quotation will be opened in the presence of quotationer representative who choose to attend at 11.00 PM on date 15.09.2023 at the following location conference Hall Office of Commissioner, BeMC.
- The quotationer representatives who are present shall have to sign a statement in respect of witnessing the quotation opening.
- The quotationer can not appoint a subcontractor for carrying out the work. The work will have to be carried out by the quotationer.
- If any deviation is made the quotation is likely to be rejected.
- The Municipal Commissioner reserves the right to negotiate the cost with L1 if required.
- The Municipal Commissioner reserves the rights to reject one or all the quotation without assigning any reason.
- The Municipal Commissioner does not bind himself to accept the lowest or any other quotation and reserve the right to select one or more items of the

quotation without reference to other items of the quotation and the quotationer will be required to provide the service at the rates quoted.

- The rates quoted shall be including all taxes and duties.
- The price and cost stated in the quotation shall be in Indian currency only.
- As per prevailing rules, TDS will be deducted at source towards Income Tax from all the bills submitted to the BeMC. The TDS certificates shall be given by chief finance officer of BeMC.
- If the quotationer after work allotment if fails to complete the work within the time period specified in the contract, the quotationer shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to half percent of the unperformed services or non supply of material for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the total contract price. Once the maximum is reached the supplier may consider termination of the contract.
- The quotationer shall note that any claim, dispute or differences arising in respect of contract, the cause of action there shall be deemed to have arising in Berhampur and all legal proceedings in respect of any such claim, dispute or differences shall be instituted in a competent court in Berhampur only.
- Quotation containing contradictory and vague stipulation and hanging conditions such as 'subject to prior sale, offer subject to availability of stock, offer subject to confirmation at the time of order', rates subject to market fluctuation' etc is liable to be rejected outrightly.
- The quotationer cannot collaborate with more than one company at a time. In case the quotationer submits the quotation with collaboration of more than one company the quotation will be rejected outrightly.
- The prices quoted shall be firm and no variation will be allowed on any account.
- The validity of the quotation shall be minimum 180 days.
- The quotation shall remain valid for 180 days after the date of quotation opening by the BeMC. If the quotation is valid for lesser period it will be outrightly rejected.
- G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BeMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the Services to be provided by the Tenderers falls under Reverse Charge Mechanism, the Price quoted shall

be exclusive of GST, but inclusive of Taxes /Duties Cess other than GST, if any. Rates accepted by BeMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per price Variation.

Technical bid

ANNEXURE-I

Invitation of Tender /Quotation for “Supplying and Installation of Auditorium Chairs at Town Hall of BeMC”.

Name of the Job- Supplying and Installation of Auditorium Chairs at Town Hall of BeMC.

Estimated Cost- Rs **4.00 Lakh (Four Lakhs)**

- A. Scope and Description of work in general:** Supplying and Installation of Auditorium Chairs at Town Hall of BeMC with specification as mentioned Below.
- B.** Auditorium chairs made of steel structure, molded PU foam and laminated fabric. Chair holding stand should be made of 50 x 25 and 25 x 25 steel structure of 1.6 mm thickness. Grouting bolts (anchor fastness) are to be concealed in such a way to prevent human body contacts. Ergonomically designed seat and back should be made with moulded PU foam of density 45 to 55 kg/meter cube and should be covered with laminated fabric with 3 mm foam. Seat should have auto tip up mechanism and seat and back frame should be made with 3 mm thick metal flat. The arm rest top should be with plastic Mould. Seat and back rest should be neatly covered on the other side with PPCP tray having sound absorbing acoustical properties. All the fastness of the chairs should be zinc passivity and metal frame should be powder coated with the Dimension as Follows.
- 1. Dimension of the chair**
 2. Total height from floor level;-1000 mm \pm 20%
 3. Seat height from floor level;- 460 mm \pm 10%
 4. Depth of the chair 500 mm \pm 20%
 5. Centre to centre 560 mm \pm 5%
 6. Approximate Number Required : 90 Number (+10% Variations)

Warranty :- The successful quotationer shall provide the service warranty of the material used for the construction of Display board, LED Lights for the period of minimum 12 months from the date of installation.

C. Eligibility of Contractors

The intending bidding agency must fulfill the following criteria to be eligible to bid for the job:

(A). The agency must have executed minimum one works of similar nature and of equal or more volume in the recent past for Govt. agencies/Public Sector Undertakings/Reputed Pvt. organizations. The agency has to enclose copies of work order and work completion certificates issued by the concerned or generations for whom the job have been executed along with any other relevant documents indicating all the above-mentioned aspects.

D. Criteria of Selection

1) The tendering is a two-bid process-Technical Bid & Price Bid. Both the bids shall be analyzed and evaluated by a Purchase Committee appointed by the competent authority of BeMC.

2) All the technical bids shall be initially opened, analyzed and evaluated thoroughly by the appointed committee. Upon qualifying on technical parameters, the Price bids of the agencies will be opened.

3) The proportionate weight tag of rates quoted by the bidders vis-à-vis the quality shall be the criteria for selection.

4) Both the Technical and Price bids shall have to be submitted strictly in the prescribed pro forma –Annexure-1 and Annexure -2.

5) During evaluation of technical bid, the bidders may be asked to give a detailed presentation before the Purchase Committee.

6) EMD shall have to be submitted along with the Technical Bid failing which the bid may be rejected outright.

7) Detailed plan of execution of the job, design with dimensions and specifications of all the materials (including brand, quality, and measurements like length, width and thickness) has to be submitted along with the technical bid.

E. Terms and Conditions

1. Before submitting the tender, the intending bidder should visit the sites and assess the actual work to be executed.
2. Materials used and the completed work should conform to the stipulations as in the relevant IS Codes (Latest edition)/BIS and CPWD Specifications. However, in the absence of the same, the decision of BeMC will be final.
3. The agency will provide required manpower to ensure that all the items indicated in the scope of work are attended to and executed to the satisfaction of the BeMC.

F. Performa of Quotation- The rates should be quoted by the agency strictly as per the prescribed preform in Annexure-II. Any other form of quotation may be summarily rejected.

G. Rates and Taxes:

- i) Comparison of rates- The cumulative total of the rates quoted for all the components shall be reckoned for comparing the lowest rate for awarding the tender.
- ii) The bidders shall take all care to ensure that the rates are quoted taking entire scope of the job and statutory obligations for engagement of contract labour into consideration. The competent authority of BeMC reserves the right to seek additional clarifications, if felt necessary, from any of the bidders to (i) ensure successful performance of the contract and (ii) pre-empt any possibility of exploitation of labour, at the quoted rate. In case of non-satisfactory explanation, the bid of such bidder/s may be rejected outright, their EMD may be forfeited and they may also be debarred from participating in the rebidding.
- iii) In case of tie in rates quoted by various bidders the decision of the competent authority of BeMC for awarding the contract to one or more of such parties shall be final.
- iv) Validity of the rate for the period 180 Days .
- v) The base rates quoted should include the cost of manpower, cost of equipment/machinery/material, if any; and contractor's service charges/profit and any other charge to be specified, exclusive of all taxes. All other taxes including GST applicable on the base rates should be mentioned separately. Only the base rates quoted shall be considered for comparison.
- vi) The rates quoted are firm and cannot be revised during the contract period except only as per statutory requirements like in case of payment minimum wage.
- vii) The rates quoted should be rounded off to the nearest rupee; if not so done, shall be deemed to have been rounded off to the nearest rupee.

H. TDS- Statutory TDS at the applicable rate shall be affected from all the payments by BeMC to the agency.

I. Mode of Payment- All payments will be made through NEFT/RTGS only. The bidding agency must have a bank account and PAN card, the documentary proof of which shall have to be submitted along with the quotation.

J. Defect Liability Period- The defect liability period of the job shall be 1 (one) year.

Warranty from the date of final completion as per enclosed proforma is to be submitted by the authorized signatory of the bidder on non-judicial stamp paper of worth Rs 10/- (Ten) only.

K. EMD-

i) While submitting its quotation the agency is required to pay refundable Earnest Money Deposit (EMD) of **Rs.4,000.00 (Rupees four thousand only)** in favour of **COMMISSIONER, BERHAMPUR MUNICIPAL CORPORATION** through the financial instrument Demand Draft Drawn in favour of commissioner BeMC payable at Berhampur Drawn on any Nationalized schedule Bank.

ii) The EMD shall stand forfeited in case the successful bidder fails to undertake the work within 2 days from the date of issue of the final work order.

iii) **Performance Security-** 5% of the total bill approved for payment shall be recovered to be kept as interest-free security deposit with BeMC during the defect liability period

In that case the EMD of the successful bidder may be converted into Security Deposit and the balance amount, after such adjustment shall be deposited by the agency within 3 (three) days from the date of issue of final work order. BeMC reserves the right to forfeit the security deposit, in whole or part, in the event of deficient or non-performance of the contract, premature exit from the contract without following the prescribed procedure, any damage caused to BeMC by the contractor or the persons engaged by him violate any of the terms and conditions of the contract. BeMC decision is final in this matter.

L. Dispute Resolution-

i. In case of any dispute arising out of this contract/award of work between the BeMC and the agency, the decision of the Commissioner, BeMC will be final and binding on the contractor.

ii. All disputes are subject to Berhampur jurisdiction only.

iii. The successful bidder, in no case, shall assign or sublet the whole work or part thereof to any other agency/firm/individual.

iv. BeMC reserves the right to cancel any/all of the quotations without assigning any reason there for.

M. Duration of the Contract- The contract shall normally be up to 30 days which can be extended subsequently at the sole discretion of BeMC after review of the performance of the agency. However, BeMC reserves its right to terminate the contract immediately on emergency basis without notice in the event of any unusual circumstances if it is observed/felt that the continuation of the contract any further would cause harm to BeMC or to public interest or public order.

N. Termination of the Contract - The agreement can be terminated by not less than 15 (Fifteen) days' notice by the agency and Seven Days' notice by BeMC, under normal circumstances.

O. Opening of the Bids - The quotations will be tentatively opened by the competent authority of BeMC on the Date and Time specified on the Datasheet Notice inviting Quotation in the presence of the Quotations or their Authorized Representative who wish to attend.

Sd/
Commissioner
Berhampur Municipal Corporation

ANNEXURE-II Part-1-(Technical Bid)

Commissioner
Berhampur Municipal Corporation
In front of Police station of police station, Ramalingeswar Temple Road,
Berhampur, Ganjam, Odisha. 760002

Dear Sir,

Invitation of Tender for Supplying and Installation of Auditorium Chairs at Town Hall of BeMC.

Please refer to your Letter **No.11916 dated:-01-09-2023** calling for quotation for executing the captioned work. Having examined the "Scope of Work and Other Terms & Conditions" mentioned in Annexure-I our letter under reference, having visited and examined the sites of the work, having acquired the requisite in for mariner lasting there to affecting the tender and having accepted the terms and conditions mentioned therein we hereby offer to execute the work as specified in the said letter and quote our rate and furnish her required information in the prescribed pro for maasper details below-

1	Name, Address, Contact No. of the Firm/Agency-	
2	Nature of Ownership of the Firm/Agency (Proprietorship /Partnership/Registered Company). If proprietorship, enclose a photo ID card of the Proprietor, otherwise enclose Partnership Deed or Regd Certificate)	
3	Income Tax PAN No. (Attach self-attested photocopy)	
4	GST Regd. No (Attach self-attested photocopy)	
5	Details of Bank Account Name of the Accountholder • Name of the Bank, Branch & Place	

	<ul style="list-style-type: none"> • A/c type (Savings or Current) • Account No • IFS code (Attach self-attested photocopy of a cheque)	
6	Brief history of the agency (Attach separate sheet, if required with supporting documents)	
7	Details of minimum ONE CONTRACTS awarded in there contrast by any Govt. agencies/Public Sector Undertakings/Reputed Pvt. Agencies whose values Rs. ___lakh &above (Attach all the relevant document slike work orders, work completion certificates etc.)	

10.Details of EMD:

Mode of Deposit-	Reference No.	Date	Name of Bank	Amount

Previous Experience

1. List of important similar works executed by the organization during the last 3 years

Name of the Work	Name and address of the owner (Govt or semi-govt/Bank/Public sector organization)	Nature & type of Works (in brief)	Location	The name & full address/contact number of the officer under whom the work Was carried out	Amount tendered
1	2	3	4	5	6

Duration/ Completion	State whether work was left incomplete, or contract was terminated by either side, giving details thereof.		Work completion certificate to be enclosed
Stipulated time	Actual time taken		
7	8	9	10

2. List of important similar work son hand each worth Rs. _____ lakh and above.

Name of the work	Name of the owner (Govt or Semi-Govt/Bank/Public Sector organization)	Nature & type of works (in brief)	Location	Amount tendered
1	2	3	4	5

Time stipulated for completion	Present stage of work	Copies work order/LOI
6	7	8

Detailed Plan of Execution of the Job

Attach separate sheet mentioning detailed plan of execution of the job, design with dimensions and specifications of all the materials (including brand, quality, and measurements like length, width and thickness)

Yours faithfully,

Signature and seal of the authorized signatory of the agency

Place:

Date:

Enclosures-1)Address Proof

- 2) Self-attested copy of the PAN card/GST regd. Certificate
- 3) Work orders, work completion certificates etc.
- 4) Manufacturers Data Sheet
- 5) Registration Certificate of the Company
- 6) Original Quotation Documents duly signed and stamped

Part-II-Price bid (Please submit in a separate sealed cover)

Bill of Quantities

Invitation of Tender for Supplying and Installation of Auditorium Chairs at Town Hall of BeMC

S.No.	Description of Items	Quantity	Unit	Unit Rate in Rs.	Total Amount in Rs.
1	Auditorium chairs made of steel structure, molded PU foam and laminated fabric. Chair holding stand should be made of 50 x 25 and 25 x 25 steel structure of 1.6 mm thickness. Grouting bolts (anchor fastness) are to be concealed in such a way to prevent human body contacts. Ergonomically designed seat and back should be made with moulded PU foam of density 45 to 55 kg/meter cube and should be covered with laminated fabric with 3 mm foam. Seat should have auto tip up mechanism and seat and back frame should be made with 3 mm thick metal flat. The arm rest top should be with plastic Mould. Seat and back rest should be neatly covered on the other side with PPCP tray having sound absorbing acoustical properties. All the fastness of the chairs should be zinc passivity and metal frame should be powder coated with the Dimension as Follows.	90.00	Nos.		
2.	<ol style="list-style-type: none">1. Dimension of the chair2. Total height from floor level;-1000 mm \pm 20%3. Seat height from floor level;- 460				

	<p>mm ± 10%</p> <p>4. Depth of the chair 500 mm ± 20%</p> <p>5. Centre to centre 560 mm ± 5%</p> <p>6. Approximate Number Required : 90 Number (+10% Variations)</p>				
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Note:

Yours faithfully,
Signature and seal of the authorized signatory of the agency

Place:

Date:

Encl-Separate Sheet, if any-Yes/No

PROFORMA FOR GUARANTEE TO BE EXECUTED BY THE CONTRACTORS FOR AFTER COMPLETION IN RESPECT OF LED SIGN BOARD.

Name of work:

Work order No:

Agreement No:

This agreement made this ___ day of _____ 2023
between _____

(Here in after called the Guarantor of the other part) and the Commissioner, Berhampur Municipal Corporation (hereinafter called the BeMC of the one part)

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contractor dated and made between the GUARANTOR OF THE ONE PART AND BeMC of the other part, whereby the Contractor, interalia, undertook to render the Water and leak-proof.

AND WHERE THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak proof for One years from the date of___.

NOW THE GUARANTOR hereby guarantees that waterproofing treatment given by him will render the structures completely leak-proof and the minimum life of such waterproofing treatment shall be 01 years to be reckoned from the date of completion. Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse / alteration of structures and for such purpose:

- (a) Misuse shall mean operation which will damage treatment, like chopping of firewood and things of the same nature which might cause damage.
- (b) Alteration shall mean construction of an additional structure or a part or construction adjoining to existing structure whereby treatment is removed in parts.

The decision of the Commissioner, BeMC with regard to cause of leakage shall be final. During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building waterproof to the satisfaction of the BeMC at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the BeMC calling up on him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the guarantor's cost & risk. The decision of the BeMC as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breach there under then the Guarantor will indemnify the principal and his successors against all loss damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemented agreement. As to the amount of loss and/or damage and cost incurred

by the BeMC the decision of Commissioner, BeMC will be final & binding on the parties.

IN WITNESS WHEREOF these present have been executed by the Obligator (Guarantor)
_____ and _____ for and on behalf of the BeMC
on the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY (Obligator / Guarantor) in the presence of: 1.

2.

Signed for and on behalf of the BeMC in the presence of

1.