

## INSTRUCTION TO BIDDERS

1.0 **The Earnest Money**, as per NIT in the form of FDR/TDR of a Nationalised /Scheduled bank of India in favour of the “Commissioner, Municipal Corporation, Ambikapur” payable at ‘Ambikapur’ which will be returned to the unsuccessful Bidders after the award of contract. The Earnest Money of the successful Bidders will be retained as part of the Security Deposit.

2.0 **Payment for Service Provider Fees:** In addition to the Tender Document Fees payable to Municipal Commissioner Ambikapur, the Contractors will have to pay Service Providers Fees of Rs. .... through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System  
Steps to be followed by Contractors to participate in the e-Tenders

I-. **Registration in appropriate Class-** Valid Registration Certificated and subsequent empanelment for e-tendering website (<https://eproc.cgsstate.gov.in>) and department’s sub-portal is mandatory.

### II--. **Online viewing of Detailed Notice Inviting Tenders:**

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders on the Portal (<https://eproc.cgsstate.gov.in>) and <https://nagarnigamambikapur.co.in>

### III--. **Download of Tender Documents:**

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must deposit Bid Processing and tender document fee physically in shape of DD drawn in the favour of Commissioner, Municipal Corporation Ambikapur and the scanned copy of the same shall be uploaded online by filling up details of Demand Draft.

### IV--. **Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:**

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided. The templates may be form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

**Notes:**

- A. Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.
- B. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- C. The bid hash values are digitally signed using valid Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance. The Bidders may contact M/s Mjunction Service Ltd., on helpdesk Toll free number 18002582502 or through Email ID – helpdesk.eproc@cgswan.gov.in or they may contact to Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech and Biotech Promotion Society (CHIPS) on Tel. No. 0771-4014158 or email- pro-chips@nic.in
- D. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.

**V- Close for Bidding (Generation of Super Hash Values):**

After the expiry of the cut – off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority shall generate and digitally sign the Super Hash

**VI-- Decryption and Re-encryption of Bids (submitting the Bids online):**

After the time for generation of Super Hash values by the Tender Authority has lapsed, the Contractors have to make the online payment of Rs. -----/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from

Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

### **3.0 Documents Comprising the Bid**

Technical Bid – (Envelope ‘A’)

EMD---A Scanned Copy of FDR/TDR drawn in favour of “Municipal Commissioner Ambikapur” payable at “Ambikapur” towards Earnest Money Deposit as specified in the Notice Inviting Bid.

Bid processing fee & Cost of tender ---- Scanned Copy of DD drawn in favour of “Municipal Commissioner Ambikapur” payable at “Ambikapur” towards Bid processing fee & cost of tender document as specified in the Notice Inviting Bid.

**Financial Bid – (Envelope ‘C’)**

Duly Quoted.

NOTE:- a) All the documents should be digitally signed.

### **4.0 Bid Opening and Evaluation**

#### **Bid Opening**

- (1) The Municipal Corporation Ambikapur will open the bids received (except those received late). In the event of the specified date for the submission of bids being declared a holiday for Municipal Corporation Ambikapur, the Bids will be opened at the appointed time and location on the next working day.
- (2) The files containing the technical bid shall be opened. The document marked “cost of bidding document” will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- (3) In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Municipal Corporation Ambikapur may consider appropriate, will be announced by the Municipal Corporation Ambikapur at the opening.
- (4) The Municipal Corporation Ambikapur will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with relevant Clause of ITB.
- (5) Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to relevant Clause of ITB, shall be taken up and completed and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

- (6) The Municipal Corporation Ambikapur shall inform, by email, telegram or fascimal, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Notice Inviting Bid.

In the event of the specified date being declared a holiday for the Municipal Corporation Ambikapur, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.

- (7) At the time of the opening of the 'Financial Bid',(Envelope 'C') the names of the bidders whose bids were found responsive in accordance with relevant clause of ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Municipal Corporation Ambikapur may consider appropriate will be announced by the Municipal Corporation Ambikapur at the time of bid opening.
- (8) Process to be Confidential (a) Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Municipal Corporation Ambikapur's processing of bids or award decisions may result in the rejection of his Bid
- (9) Clarification of Bids and Contacting the Municipal Corporation Ambikapur
- (10) No Bidder shall contact the Municipal Corporation Ambikapur on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- (11) Any attempt by the bidder to influence the Municipal Corporation Ambikapur's bid evaluation, by any means, bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

## **5. Examination of Bids and Determination of Responsiveness**

During the detailed evaluation of "Technical Bids"(Envelope 'B'), the Municipal Corporation Ambikapur will determine whether each Bid

Meets the eligibility criteria as defined in relevant Clauses.

Has been properly signed; Is accompanied by the required securities; and Is substantially responsive to the requirements of the bidding documents.

During the detailed evaluation of the "Financial Bids"(Envelope 'C'), the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or

reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works?

Which limits in any substantial way, inconsistent with the bidding documents, the Municipal Corporation Ambikapur 's rights or the Bidder's obligations under the Contract; or

Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

## **6. Corrections of Errors**

- (1) Bids determined to be substantially responsive, will be checked by the Municipal Corporation Ambikapur for any arithmetic errors. Errors will be corrected by the Municipal Corporation Ambikapur as follows:

Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (2) The amount stated in the Bid will be adjusted by the Municipal Corporation Ambikapur in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with relevant Clause of ITB.

## **7. Evaluation and Comparison of Bids**

- (1) The Municipal Corporation Ambikapur will evaluate and compare only the bids determined to be substantially responsive in accordance with relevant Clause of ITB.
- (2) In evaluating the bids, the MUNICIPAL CORPORATION, AMBIKAPUR will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to relevant Clause of ITB.
- (3) If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate/PAC of the cost of work to be performed under the contract, the Municipal Corporation Ambikapur may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

After evaluation of the price analyses, the Municipal Corporation Ambikapur may require that the amount of the performance security set forth in relevant Clause of ITB be increased as described in relevant clause.

**8. IMPLICATION OF SUBMISSION OF TENDERS:-**

Bidders are advised to visit the site sufficiently in advance of the date fixed for the submission of the tender. The Tenderer shall be deemed to have full knowledge of all relevant documents and site conditions etc. whether he inspects it or not.

The submission of a tender by a contractor implies that he has read the notice, conditions of the tender and all the contract documents and has made himself fully aware of all the standards and specifications in this respect laid down in the relevant IS specifications, IRC specifications, manual, scope and the specification of the work to be done. The contractor will be deemed to have seen the site of works.

The contractor shall make his own arrangement for supply of water for construction purposes. No lead and lift for any material including water will be paid. The tender offer should be inclusive of all leads and lifts for the materials. The contractor should himself verify the leads & Royalti Charges of different materials before submitting his tender.

**9. ESCALATION:-**

The scope of work includes all costs, and no escalation will be paid on this account.

**10. RELATIONSHIP :-**

The contractor shall not be permitted to tender for works in the Corporation, (responsible for award and execution of contract) in which his near relative is posted. He shall intimate the names of his near relative working in Chattisgarh. State and Municipal Corporation, Ambikapur. He shall also intimate the name of person working with him in any capacity or subsequently employed by him and who are near relatives to any Gazetted Officer in the Chattisgarh. Any breach of this condition by the contractor would render him self liable to be removed from the approved list of contractors.

NOTE: - By the term "near relative" is meant wife, husband, parents and son, Grand son, brothers, sisters, brothers in laws, father in law and mother in law.

**11. POWER OF THE COMMISSIONER/ EXECUTIVE ENGINEER :-**

The Commissioner/ Executive Engineer does not bind himself to accept or recommend for acceptance to the higher authority, the lowest or any tender or to give any reasons for his decision.

**12. CONDITIONAL TENDER :-**

Conditional tenders are liable to be rejected.

**13. AUTHORITY OF EXECUTIVE ENGINEER :-**

The authority competent to accept a tender, reserves the right for accepting the tender for the whole work or for a distinct part of it, or distributing the work between two or more Bidders.

All works to be executed under this contract shall be executed under the direction and subject to the approval in all respects, of concerning Engineer-in-charge of the Municipal Corporation Ambikapur under which the work is being executed, for time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.

**14. VALIDITY OF OFFER :-**

Tender shall remain valid up to 120 days from the date of opening of Envelope - C and in the event of the Bidders withdrawing the offer before the aforesaid date for any reason whatsoever, Earnest Money Deposited with the tender shall be forfeited to the Government.

**15. TIME OF COMPLETION :-**

The time allowed for carrying out the work as per NIT including rainy season shall be strictly observed and shall be reckoned from the date of issue of written order to commence the work. Delay beyond the specified time limit will be subject to liquidated damages.

The Contractors shall made his own arrangement at his own cost for housing his staff and stores for the work and M.P. Model Rules relating to layout, water supply and sanitation shall be followed.

Observance of Law - The contractor shall conform to the regulations and by-laws of any local authority and/or of any water or power (electricity) companies, with whose system the structure is proposed to be connected from work site, except with the written permission of the Engineer-in-Charge.

**16. PAYMENTS BY CHEQUES/ ONLINE ACCOUNTING SYSTEM:-**

The running payments shall be made in accordance with the Break up schedule of payment as per "Annexure G" (As per Form "F")

**17. SPECIFICATIONS:-**

The detailed specifications for the work have been given in the enclosed technical specifications However, the following order of priority regarding specifications shall be followed by the contractor.

Specifications given is enclosed.

Specifications for pipes, valves, specials, rubber, gaskets RCC and other civil works ,Electrical mechanical and materials shall be governed by the relevant latest IS codes, CPHEEO Manual and National Building code of India (latest revision).

Any other specifications, not covered under the above said standards, as shall be decided by the Engineer-in-Charge i.e. Executive Engineer.

**18. CHANGE IN SPECIFICATIONS:-**

Nothing in earlier clause shall, however, curtail the right of the Executive Engineer to alter the specifications for any part or whole of the work if he considers it necessary in the interest of work. On all matters where there is difference of opinion, between the contractor and the Executive Engineer, the matter will be decided by the Commissioner, Municipal Corporation Ambikapur, which shall be binding to the bidders.

**19. Model rules related to labour, water supply and sanitation in labour camps.**

The contractor will be bound to follow the Model Rules, relating to layout Water Supply and sanitation in labour camps, as per Annexure - A and the provisions of the National Building Code of India, in regard to construction and safety.

**20. FAIR WAGES:-**

The contractor(s) shall pay not less than the fair wages to labour engaged by him on the work (copy of the Rules enclosed as Annexure - "A")

**21. WORKS IN THE VICINITY:-**

The Executive Engineer, reserves the right to take up Departmental work or to award works on the contract in the vicinity without prejudice to the terms of contract.

**22. BEST QUALITY OF QUARRIED MATERIALS:-**

If the quarry material of more than one quality is found, the material approved by the Executive Engineer will only used by the contractor. If the materials of required Specification is not available in the near by area/quarry, the contractor shall have to arrange the same from the place where it is available.

**23. REMOVAL OF UNDESIRABLE PERSONS:-**

The contractor shall on receipt of the requisition from the Executive Engineer, at once remove any person employed by him on the work who in the opinion of the Executive Engineer is unsuitable or undesirable.

**24. AMOUNT DUE FORM CONTRACTOR:-**

Any amount due to Government from the Contractor on any account of concerning work may be recovered form him as arrears of Land Revenue.



**25. RIGHT TO INCREASE OF DECREASE OF WORK:**

The competent authority reserves the right to increase or decrease any item of work during the currency of the contract and the contractor will be bound to comply with the order of the competent authority without any claim for compensation or higher rates for additions and alterations.

**26. INSURANCE**

The Contractor shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the Municipal Commissioner Ambikapur. The cost of the insurance premium paid by the Contractor.

**27. AGREEMENT :-**

The Notes and specifications given in the detailed notice inviting tenders and its annexure are to be read in conjunction with conditions given in the short notice inviting tenders and the conditions of Contract. These have been intended to supplement the provisions, in the NIT and the conditions of the Contract. All these will be binding on the contractor and shall form part of the agreement. However, in case of any contradiction between Corrigendum/Clarifications /Amendments and the NIT, the CORRIGENDUM/CLARIFICATIONS/AMENDMENTS will supersede.

**28. EXECUTION OF AGREEMENT :-**

The Tenderer whose tender has been accepted shall have to execute the agreement within a fortnight of the communication of the acceptance of his tender by the competent authority. Failure to do so will result in the Earnest Money being forfeited to Ambikapur Municipal Corporation and tender being cancelled.

**29. ANNEXURE :-**

Other than form 'F' and condition of contract documents appended as annexures with this N.I.T. and these shall be part of Contract Agreement.

**30. SPECIAL CONDITIONS:**

The contractor must have experience of executing nature of works.

Joint ventures shall not be allowed in the bidding process.

**Commissioner,  
Municipal Corporation,  
Ambikapur**